

## **Three Corners Solar Project**

MDEP Site Location of Development Act Application

### **SECTION 2: TITLE, RIGHT, OR INTEREST**

## **2.0 TITLE, RIGHT, OR INTEREST**

The Applicant has Lease Agreements for portions of the parcels in Benton, Clinton, and Unity Twp that are associated with the proposed solar arrays, Collector, and O&M and collection substation. The Applicant has Lease, License, Purchase, or Easement Agreements with the landowners of the parcels in Benton that are associated with the proposed Genlead. Three Corners Land Holdings, LLC (Three Corners LH) and Three Corners Solar, LLC are both subsidiaries of Longroad Energy Holdings, LLC, and have purchased portions of lands on Lots 28, 28-2, and 42.1 (Tax Map 4) in Benton. The Applicant or Three Corners LHs interest in Project parcels is summarized in Table 2-1 below. Figure 2-1 depicts the lands with the agreements associated with the Project. Exhibit 2-1 includes the supporting documents for the referenced agreements. Exhibit 2-2 includes documentation describing the legal relationship between Three Corners Solar Land Holdings, LLC, and the Applicant.

**Three Corners Solar Project**

MDEP Site Location of Development Act Application

**SECTION 2: TITLE, RIGHT, OR INTEREST****Table 2-1. Title, Right, or Interest records**

<b>Current Owner</b>	<b>Location</b>	<b>Tax Map/Plan and Lot</b>	<b>Three Corners Solar Interest</b>
Bessey Development Company	Unity Twp.	Plan 01, Lots 7, 8, 9, 10, 11, 12, 14, 17, 18, 19, 20, 22, and 23	Option to Lease
	Clinton	Map 04, Lots 49 and 51	Option to Lease
	Benton	Map 08, Lot 10	Option to Lease
		Map 4, Lot 52 Map 8, Lots 23, 24	Option to Lease
Russel & Darcie Thompson	Benton	Map 08, Lot 14	Option to Lease (array), Option to Purchase Easement (Genlead)
Gerald Thompson	Benton	Map 08, Lot 11	Option to Purchase Easement
Three Corners Land Holdings, LLC (fka Henry Martin, Jr. & Patricia Martin, Julia Martin Estate)	Benton	Map 04, Lots 28 and 28-2	Fee (owned by affiliate of Applicant)
Russell & Lisa Violette	Benton	Map 04, Lot 30.2	Option to Purchase Easement
William Robinson	Benton	Map 04, Lot 30.1	Option to Purchase Easement
Three Corners Solar, LLC (fka Timothy & Emily Ryan)	Benton	Map 04, Lot 42.1	Fee
David Bagley	Benton	Map 04, Lot 3-1	Option to Purchase
Randall Richards	Benton	Map 04, Lot 4	Option to Purchase
Joel Littlefield & Jennifer King	Benton	Map 03, Lot 82	Option to Purchase Easement
Virginia Richards Living Trust	Benton	Map 03, Lot 81	Option to Purchase Easement
Dustin Wright (fka Jan Alexander)	Benton	Map 03, Lot 55	Option to Purchase Easement
Central Maine Power Company	Benton	Map 03, Lots 11, 49	License Agreement
Ben & Ami Newell	Benton	Map 03, Lot 50	Option to Purchase Easement

**Three Corners Solar Project**

MDEP Site Location of Development Act Application

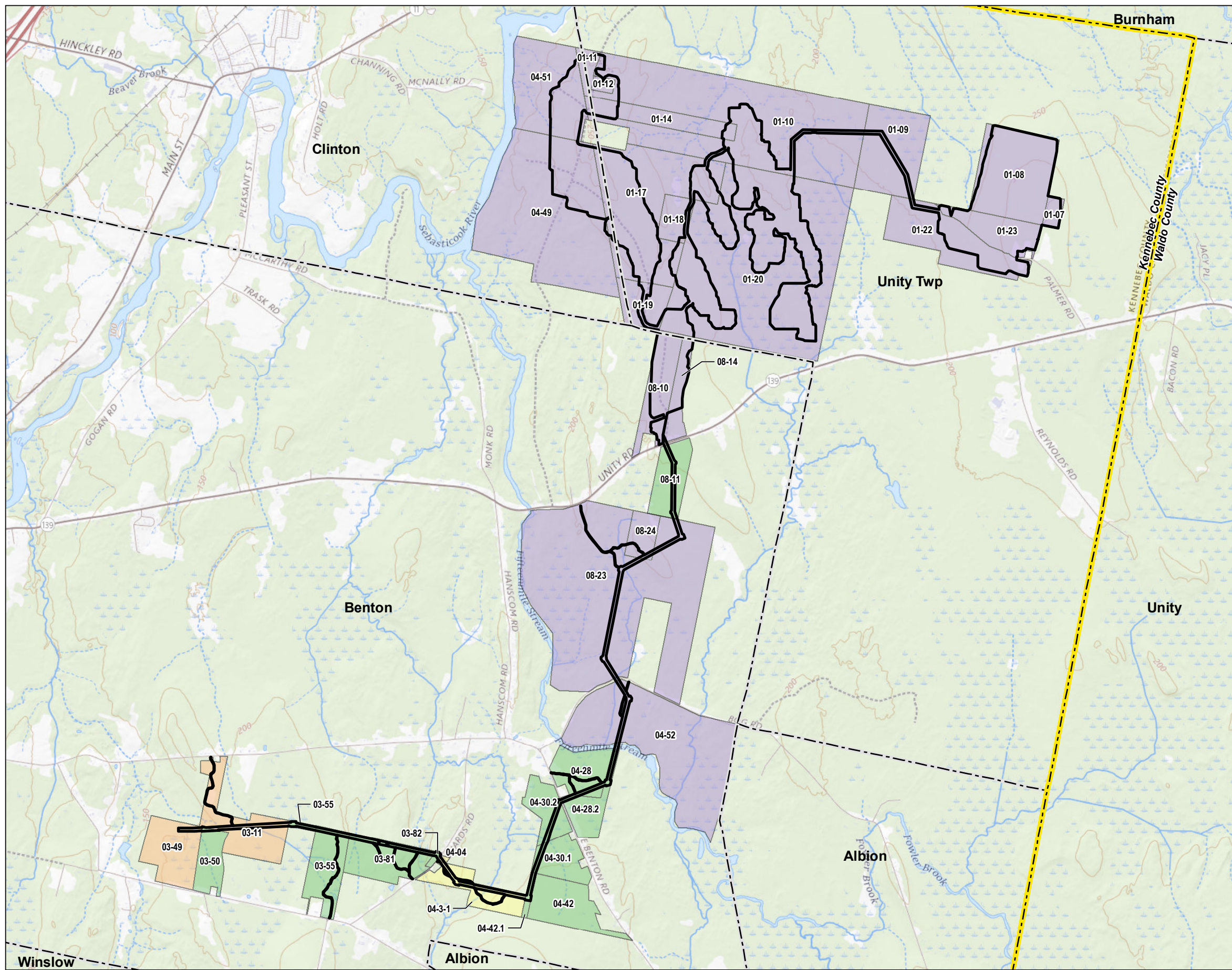
**SECTION 2: TITLE, RIGHT, OR INTEREST**

**Figure 2-1**

Three Corners Solar Land Agreements



V:\195601453\03\_data\gis\_cad\gis\mxds\195601453\_2-1\_ParcelLease.mxd Review: 2022-01-31 By: gcarpenier



**Legend**

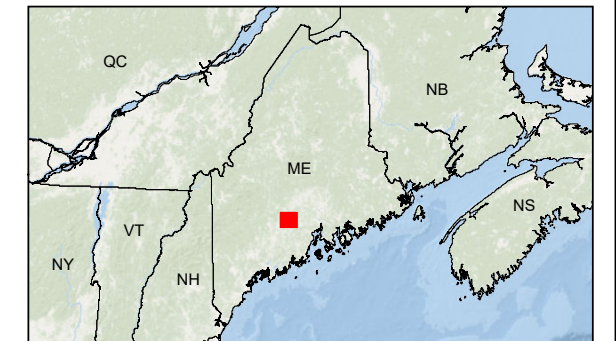
- Project Area
- Municipal Boundary
- County Boundary
- Project Parcel**
- Easement Purchase
- Lease
- License Agreement
- Purchased



0 3,000 Feet  
 (At original document size of 11x17)  
 1:36,000

**Notes**

1. Coordinate System: NAD 1983 UTM Zone 19N
2. Background: The USGS National Map



**Project Location**  
 Benton, Clinton, Unity Twp, Maine

Prepared by GC on 2022-01-10  
 Review by EB on 2022-01-11

**Client/Project**  
 Three Corners Solar Project

195601453

**Figure No.**

**2-1**

**Title**  
**Three Corners Solar Parcel Interests**



## **Exhibit 2-1**

Title, Right, or Interest Documentation

MEMORANDUM OF LEASE OPTION AGREEMENT

- 1. Optionor: **BESSEY DEVELOPMENT COMPANY**  
PO Box 96  
Hinckley, ME 04944
- 2. Optionee: **LSH LAND HOLDINGS, LLC,**  
its successors or assigns  
133 Federal Street, Suite 1202  
Boston, MA 02110
- 3. Effective Date of Option: March 15, 2018
- 4. Description of Option Premises: SEE SCHEDULE A
- 5. Term of Option: Forty-eight (48) months from Effective Date, to March 15, 2022.

15th IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this day of March, 2018.

WITNESS:

Christine Lewis

Bessey Development Company

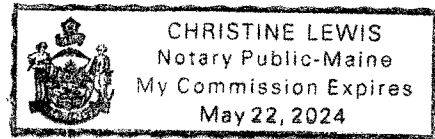
By: [Signature]  
Name: Ethan Bessey  
Title: President

STATE OF MAINE  
COUNTY OF Somerset

Then personally appeared the above-named Ethan Bessey, as President of Bessey Development Company, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Bessey Development Company.

Christine Lewis  
Notary Public

My Commission Expires: \_\_\_\_\_



SCHEDULE A

Option Premises

Certain parcels of land in Unity Township and the Town of Albion, Kennebec County, and the Town of Unity, Waldo County, Maine, generally depicted on the attached Site Plan and shown as the following Tax Lots:

**Unity Township, Kennebec County, Maine:**

- Tax Map/Lot 01-07
- Tax Map/Lot 01-08
- Tax Map/Lot 01-09
- Tax Map/Lot 01-10
- Tax Map/Lot 01-20
- Tax Map/Lot 01-21
- Tax Map/Lot 01-22
- Tax Map/Lot 01-23
- Tax Map/Lot 01-33
- Tax Map/Lot 01-55
- Tax Map/Lot 01-56
- Tax Map/Lot 01-57

**Town of Albion, Kennebec County, Maine:**

- Tax Map/Lot 15-01
- Tax Map/Lot 15-35

**Town of Unity, Waldo County, Maine:**

- Tax Map/Lot 04-01

Reference is made to the following recorded instruments:

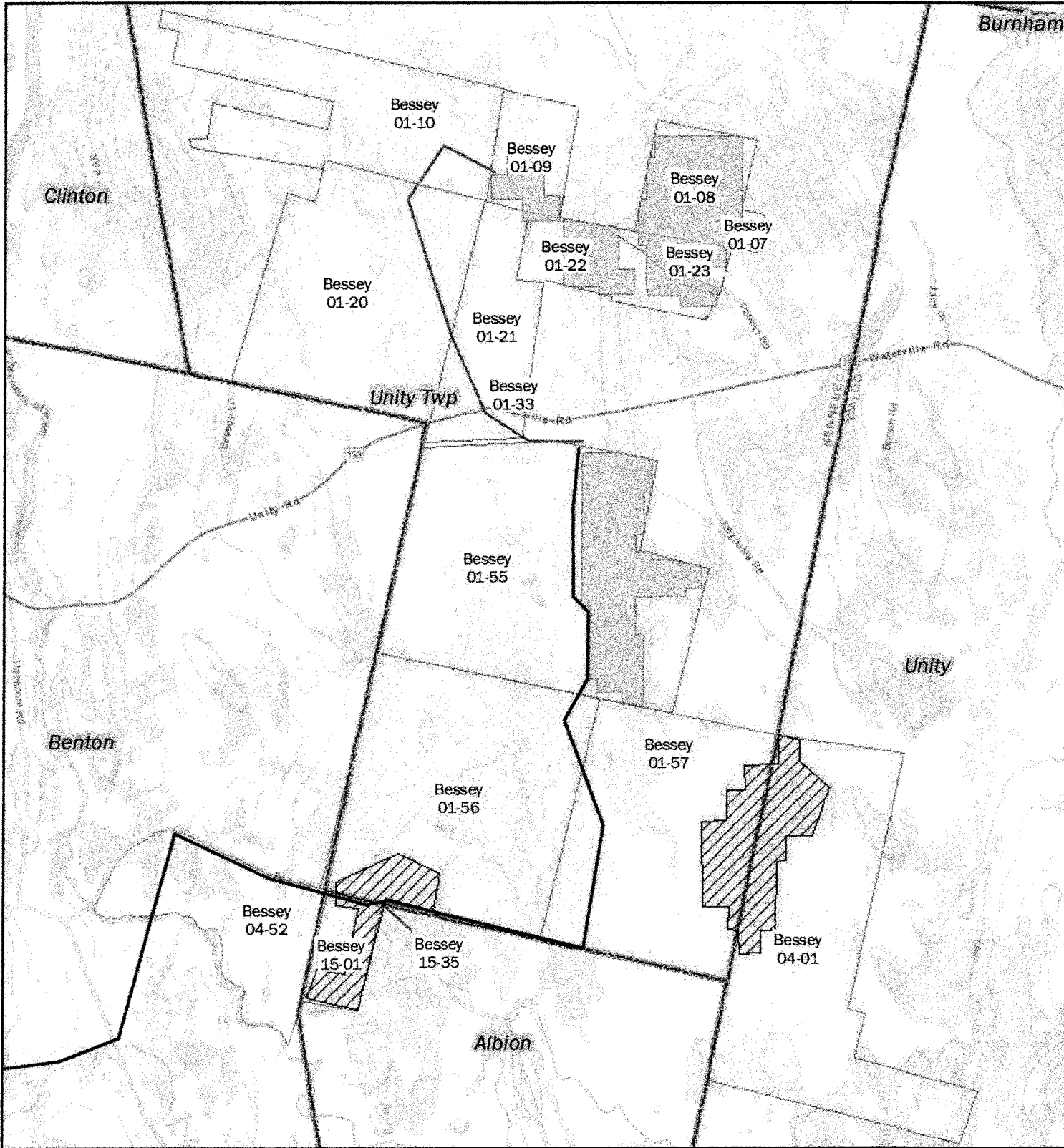
<u>Grantor</u>	<u>Book</u>	<u>Page</u>	<u>Date</u>
State of Maine	Kenn. 936	430	8/24/1953
Diamond Int'l	Waldo 715	1189	6/5/1974
	Kenn. 1744	18	6/5/1974
Dead River Co.	Kenn.1230	27	
Ruben Dodge	Kenn. 1249	413	12/27/1961
Maynard Cooley	Kenn. 1262	352	4/28/1962
C. Plummer	Kenn. 1279	378	



Ervin Martin	Kenn. 1289	134	
Lottie McNally	Kenn. 1315	271	8/28/1963
Merle Mosher	Kenn. 1382	87	6/18/1965
Herbert York	Kenn. 1365	52	12/29/1964
Leroy Richardson	Kenn. 1431	551	11/14/1966
Gerald Spencer	Kenn. 1439	635	
Arthur Steeves	Kenn. 1445	893	6/26/1967
Eliz. Snow	Kenn. 1455	890	11/1/1967
James Shores	Kenn. 1464	126	3/28/1968
Roy French	Kenn. 1466	284	5/1/1968
Winter Scientific Institutions			
	Kenn 1644	294	5/24/1973
Leroy Young	Kenn. 1790	219	1/16/1975
George Tibbetts	Kenn. 2061	236	11/18/1977
Richard Trott	Kenn. 853	313	
John Eaton	Kenn. 3073	116	
Clyde Younging	Kenn. 3122	147	
Judgment	Waldo 3925	333	

**EXHIBIT**

Plan of Premises



Three Corners Solar  
Site Plan

- 115 kv Gen Lead
- - - 34.5 kv Collector
- Occupied Property - 452 ac
- ▨ Contingency Property - 256 acres
- ▭ Township Boundaries



ASSIGNMENT AND ASSUMPTION OF LEASE OPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE OPTION AGREEMENT is made effective as of April 18, 2018 (the "Effective Date"), by **LSH LAND HOLDINGS, LLC**, a Delaware limited liability company having a mailing address of c/o Longroad Development Company, LLC, 133 Federal Street, Suite 1202, Boston, MA 02110 ("Assignor"), and **THREE CORNERS SOLAR, LLC**, a Delaware limited liability company having a mailing address of c/o Longroad Development Company, LLC, 133 Federal Street, Suite 1202, Boston, MA 02110 ("Assignee").

WHEREAS, Bessey Development Company (as Landowner/Optionor) and Assignor (as Developer/Optionee) are parties to a certain Lease Option Agreement dated March 15, 2018 (the "Lease Option"), relating to certain "Premises" located in Unity Township and the Town of Albion, Kennebec County, and the Town of Unity, Waldo County, Maine, more particularly described in the Lease Option;

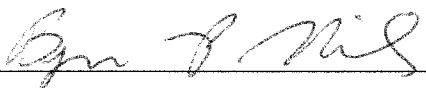
WHEREAS, record notice of the Lease Option has been made by Memorandum of Lease Option Agreement recorded at the Kennebec County Registry of Deeds in **Book 12861, Page 325**, and at the Waldo County Registry of Deeds in **Book 4252 Page 32**; and

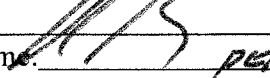
WHEREAS, Assignor desires to assign its interest in the Lease Option to Assignee;

NOW THEREFORE, as of the Effective Date: (a) Assignor hereby assigns, transfers and conveys all of its right, title and interest in and to the Lease Option to Assignor; and (b) Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Lease Option, and assumes performance of all of the obligations of the Developer/Optionee under the Lease Option.

WITNESS:

LSH LAND HOLDINGS, LLC




By:   
Print Name: PETER KELLER  
Title: CEO

WITNESS:

THREE CORNERS SOLAR, LLC



By:   
Print Name: PETER KELLER  
Title: CEO

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

April 18, 2018

Then personally appeared the above-named Peter Keal in his above-stated capacity, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of LSH Land Holdings, LLC.



**SEAN M. FLYNN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 4, 2024

Sean M. Flynn  
Print Name: Sean M. Flynn  
Notary Public

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

April 18, 2018

Then personally appeared the above-named Peter Keal in his above-stated capacity, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Three Corners Solar, LLC.



**SEAN M. FLYNN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 4, 2024

Sean M. Flynn  
Print Name: Sean M. Flynn  
Notary Public



OPR BK 13184 PGS 55 - 62 04/10/2019 11:39:41 AM  
INSTR # 2019006444 # OF PAGES 8  
ATTEST: BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS KENNEBEC COUNTY, ME

AMENDMENT TO LEASE OPTION AGREEMENT

THIS AMENDMENT TO LEASE OPTION AGREEMENT (this "Amendment") is made as of the 2 day of April, 2019, by and between **BESSEY DEVELOPMENT COMPANY**, a Maine corporation having a mailing address of P.O. Box 96, Hinckley, Maine 04944 ("Optionor"), and **THREE CORNERS SOLAR, LLC**, a Delaware limited liability company having a mailing address of c/o Longroad Energy, 133 Federal Street, Suite 1202, Boston, MA 02110 ("Developer").

WHEREAS, Optionor and LSH Land Holdings, LLC ("Original Developer") entered into a certain option agreement (the "Lease Option Agreement") dated March 15, 2018, a memorandum of which was recorded at the Kennebec County Registry of Deeds in Book 12861, Page 325 and at the Waldo County Registry of Deeds in Book 4252 Page 32 (the "Memorandum");

WHEREAS, the Lease Option Agreement and Memorandum are affected by an Assignment and Assumption of Lease Option Agreement dated as of April 18, 2018 and recorded at the Kennebec County Registry of Deeds in Book 12887, Page 103 and at the Waldo County Registry of Deeds in Book 4259 Page 225, pursuant to which Original Developer assigned its interest in the Lease Option Agreement to Developer;

WHEREAS, the Lease Option Agreement and Memorandum relate to certain real property located in Unity Township, Kennebec County, the Town of Albion, Kennebec County, and the Town of Unity, Waldo County, Maine, all as more particularly defined and described therein as the "Premises"; and

WHEREAS, the parties wish to amend and modify the real property that is subject to the Lease Option Agreement and described therein and in the Memorandum;

NOW THEREFORE, Optionor and Developer hereby agree as follows:

1. Modified Premises. The "Premises" subject to the Lease Option Agreement, as amended by this Amendment, shall hereafter be the real property in Unity Township and the Towns of Clinton and Benton, Kennebec County, Maine, described on Schedule A attached to this Amendment and generally depicted on the Site Plan attached to this Amendment as Exhibit C. All references in the Lease Option Agreement to "Exhibit C"



shall hereafter be to the Site Plan attached to this Amendment as Exhibit C. All parcels of land of Landowner, previously included within the defined "Premises" under the Lease Option Agreement by reference to tax lots, but which are not described by reference to the tax lots listed on Schedule A attached to this Amendment and generally depicted on the Site Plan attached to this Amendment as Exhibit C, are hereby released from the Lease Option Agreement.

2. Ratification. The Lease Option Agreement, as amended by this Amendment, remains in full force and effect, and is hereby ratified and affirmed by Optionor and Developer. This Amendment shall be recorded at the Kennebec and Waldo County Registries of Deeds, and, upon such recording, shall serve to amend and modify, but not replace, the above referenced Memorandum.
3. Counterparts. This Amendment may be signed in multiple counterparts on separate signature pages which when assembled shall comprise a single instrument.

*[Intentional end of page. Signatures and acknowledgments follow on next pages.]*

WITNESS:

BESSEY DEVELOPMENT COMPANY

*[Handwritten signature]*

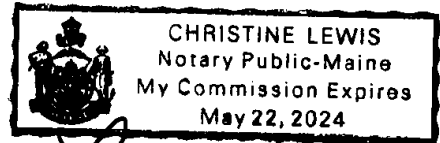
By *[Handwritten signature]*  
Ethan Bessey  
President

STATE OF Maine  
COUNTY OF Somerset

03/29, 2019

Then personally appeared the above-named Ethan Bessey, President of Bessey Development Company, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,



*Christine Lewis*  
Print Name: \_\_\_\_\_  
Notary Public/Attorney at Law  
My commission expires:

WITNESS:

THREE CORNERS SOLAR, LLC

*Vance Perry*

By: *[Signature]*  
Print Name: MICHAEL U. ALVAREZ  
Title: CHIEF OPERATING OFFICER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2019

Then personally appeared the above-named \_\_\_\_\_ in his/her above-stated capacity, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of Three Corners Solar, LLC.

Before me,

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

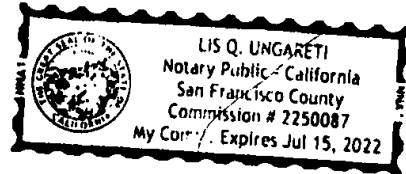
On April 2, 2019 before me, Lis Q. Ungareti - Notary Public  
(insert name and title of the officer)

personally appeared Michael V. Alvarez  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lis Ungareti (Seal)



SCHEDULE A

Option Premises

Certain parcels of land in Unity Township, Kennebec County, Maine, and the Towns of Benton and Clinton, Kennebec County, generally depicted on the Site Plan attached hereto as Exhibit C as the following tax lots:

**Unity Township, Kennebec County, Maine:**

- Tax Map/Lot 01-07
- Tax Map/Lot 01-08
- Tax Map/Lot 01-09
- Tax Map/Lot 01-10
- Tax Map/Lot 01-11
- Tax Map/Lot 01-12
- Tax Map/Lot 01-14
- Tax Map/Lot 01-17
- Tax Map/Lot 01-18
- Tax Map/Lot 01-19
- Tax Map/Lot 01-20
- Tax Map/Lot 01-22
- Tax Map/Lot 01-23

**Town of Benton, Kennebec County, Maine:**

- Tax Map/Lot 8-10
- Tax Map/Lot 8-23
- Tax Map/Lot 4-52

**Town of Clinton, Kennebec County, Maine:**

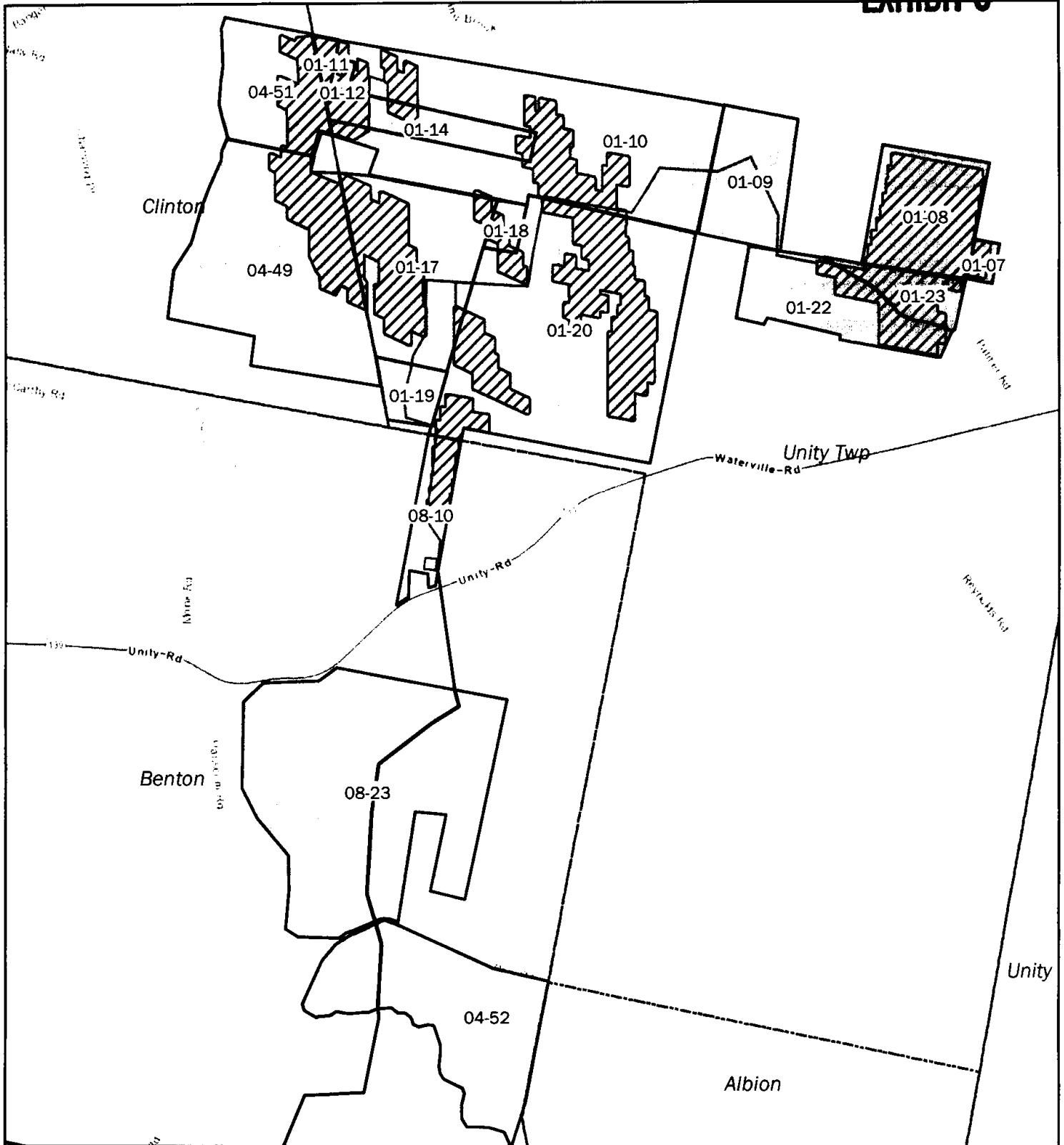
- Tax Map/Lot 4-49
- Tax Map/Lot 4-51

For Landowner's source of title to the above-referenced tax lots, reference is hereby made to the instruments listed on the spreadsheet attached hereto as Schedule B.

**SCHEDULE B****REFERENCE IS MADE TO THE FOLLOWING RECORDED INSTRUMENTS:**

<b>Grantor</b>	<b>County</b>	<b>Book</b>	<b>Page</b>	<b>Date</b>
State of Maine	Kennebec	936	430	8/24/1953
Diamond International Corporation	Waldo Kennebec	715 1744	1189 18	6/5/1974 6/5/1974
Dead River Company	Kennebec	1230	27	6/26/1961
Ruben Dodge	Kennebec	1249	413	12/27/1961
Maynard W. Cooley	Kennebec	1262	352	4/28/1962
C. Plummer	Kennebec	1279	378	
Ervin Martin	Kennebec	1289	134	
Lottie W. McNally	Kennebec	1315	271	8/28/1963
Merle Mosher	Kennebec	1382	87	6/18/1965
Herbert L. York	Kennebec	1365	52	12/29/1964
Leroy Richardson	Kennebec	1431	551	11/14/1966
Gerald Spencer	Kennebec	1439	635	
Arthur Steeves	Kennebec	1445	893	6/26/1967
Elizabeth C. Snow	Kennebec	1455	890	11/1/1967
James Shores, et al.	Kennebec	1464	126	3/28/1968
Roy French	Kennebec	1466	284	5/1/1968
Winter Scientific Institutions	Kennebec	1644	294	5/24/1973
Leroy Young	Kennebec	1790	219	1/16/1975
George W. Tibbetts et al	Kennebec	2061	236	11/18/1977
Richard Trott	Kennebec	853	313	
John C. Eaton III	Kennebec	3073	116	11/18/1986
Clyde Young, et al	Kennebec	3122	147	3/24/1987
Judgment	Kennebec	3925	333	5/16/1991

# EXHIBIT C



## Exhibit C

- 34.5 Collector
- 115kV Gen Lead Centerline
- ▣ Project Substation & O&M
- ▣ Maine Townships
- ▨ Occupied Property - 730 acres
- ▣ Premises



Date - 3/29/2019  
 Creator - tmulcahy



**longroad**  
 ENERGY

After recording return to:  
Three Corners Solar, LLC  
Attn: Vanessa Kwong  
735 Montgomery Street, Suite 480  
San Francisco, CA 94111

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## AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT

This AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT (this "Memorandum") is entered into as of the 11 day of January, 2022 by and between Bessey Development Company ("Owner") and Three Corners Solar, LLC, a Delaware limited liability company, a Delaware limited liability company (as assignee of LSH Land Holdings, LLC pursuant to that certain Assignment and Assumption Agreement of Lease Option Agreement dated as of April 18, 2018 and recorded at the Kennebec Registry of Deeds in Book 12887, Page 103 and at the Waldo County Registry of Deeds in Book 4259, Page 225) ("Optionee"). Owner and Optionee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

A. Owner and Optionee previously entered into an Option to Lease dated March 15, 2018, a Memorandum of which was recorded at the Kennebec County Registry of Deeds in Book 12861, Page 325 and at the Waldo County Registry of Deeds in Book 4252, Page 32, as amended by that certain Amendment to Lease Option Agreement dated as of April 2, 2019, recorded at the Kennebec County Registry of Deeds in Book 13184, Page 55, and further amended by that certain Amendment to Letter Agreement dated as of December 23, 2020 (collectively, the "Agreement") providing Developer with an exclusive option to lease certain real property situated in the County of Kennebec, State of Maine, more particularly described on Schedule A attached hereto and made a part hereof (the "Premises"), on the terms and conditions set forth in the Agreement.

B. The Parties have amended the Agreement pursuant to a Third Amendment to Option to Lease dated as of January 11, 2022 (the "Amendment") to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendments.



The Amendment extends Optionee's right to extend the Option Term by an additional twelve (12) months, to expire on March 15, 2023.

2. **Miscellaneous.**

i. **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

ii. **Counterparts.** This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

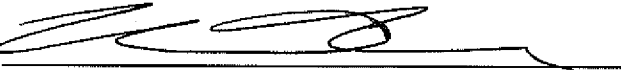
*[Signature pages follow]*

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

**OWNER:**

BESSEY DEVELOPMENT COMPANY,

A Maine corporation

By: 

Name: Ethan Bessey  
Title: President

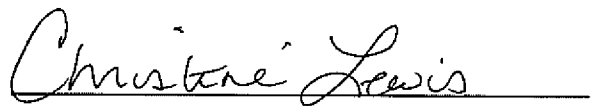
STATE OF Maine §

COUNTY OF Somerset §

I, the undersigned Notary Public, hereby certify that Ethan Bessey, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

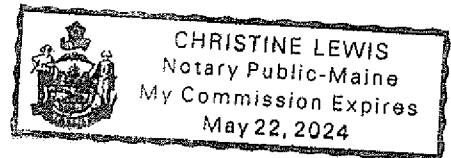
Given under my hand this 11 day of Jan, 2022.

[seal of Notary]




Notary Public

[Signature pages continue]



**OPTIONEE:**

THREE CORNERS SOLAR, LLC,  
a Delaware limited liability company

By: 

Name: Michael U. Alvarez  
Title: Chief Operating Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

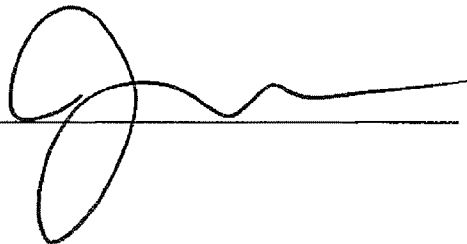
State of California

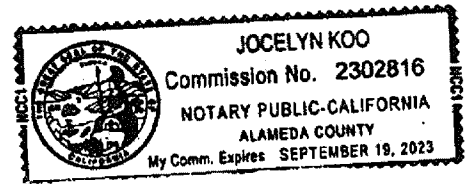
County of San Francisco

On JANUARY 14, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE A

Option Premises

Certain parcels of land in Unity Township, Kennebec County, Maine, and the Towns of Benton and Clinton, Kennebec County

**Unity Township, Kennebec County, Maine:**

- Tax Map/Lot 01-07
- Tax Map/Lot 01-08
- Tax Map/Lot 01-09
- Tax Map/Lot 01-10
- Tax Map/Lot 01-11
- Tax Map/Lot 01-12
- Tax Map/Lot 01-14
- Tax Map/Lot 01-17
- Tax Map/Lot 01-18
- Tax Map/Lot 01-19
- Tax Map/Lot 01-20
- Tax Map/Lot 01-22
- Tax Map/Lot 01-23

**Town of Benton, Kennebec County, Maine:**

- Tax Map/Lot 8-10
- Tax Map/Lot 8-23
- Tax Map/Lot 4-52

**Town of Clinton, Kennebec County, Maine:**

- Tax Map/Lot 4-49
- Tax Map/Lot 4-51

For Landowner's source of title to the above-referenced tax lots, reference is hereby made to the instruments listed on the spreadsheet attached hereto as Schedule B.

## SCHEDULE B

## REFERENCE IS MADE TO THE FOLLOWING RECORDED INSTRUMENTS:

Grantor	County	Book	Page	Date
State of Maine	Kennebec	936	430	8/24/1953
Diamond International Corporation	Waldo Kennebec	715 1744	1189 18	6/5/1974 6/5/1974
Dead River Company	Kennebec	1230	27	6/26/1961
Ruben Dodge	Kennebec	1249	413	12/27/1961
Maynard W. Cooley	Kennebec	1262	352	4/28/1962
C. Plummer	Kennebec	1279	378	
Ervin Martin	Kennebec	1289	134	
Lottie W. McNally	Kennebec	1315	271	8/28/1963
Merle Mosher	Kennebec	1382	87	6/18/1965
Herbert L. York	Kennebec	1365	52	12/29/1964
Leroy Richardson	Kennebec	1431	551	11/14/1966
Gerald Spencer	Kennebec	1439	635	
Arthur Steeves	Kennebec	1445	893	6/26/1967
Elizabeth C. Snow	Kennebec	1455	890	11/1/1967
James Shores, et al.	Kennebec	1464	126	3/28/1968
Roy French	Kennebec	1466	284	5/1/1968
Winter Scientific Institutions	Kennebec	1644	294	5/24/1973
Leroy Young	Kennebec	1790	219	1/16/1975
George W. Tibbetts et al	Kennebec	2061	236	11/18/1977
Richard Trott	Kennebec	853	313	
John C. Eaton III	Kennebec	3073	116	11/18/1986
Clyde Young, et al	Kennebec	3122	147	3/24/1987
Judgment	Kennebec	3925	333	5/16/1991

After recording return to:  
Three Corners Solar, LLC  
Attn: Vanessa Kwong  
735 Montgomery Street, Suite 480  
San Francisco, CA 94111

---

## AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT

This AMENDMENT TO MEMORANDUM OF LEASE OPTION AGREEMENT (this "Memorandum") is entered into as of the 28 day of January, 2022 by and between Bessey Development Company ("Owner") and Three Corners Solar, LLC, a Delaware limited liability company, a Delaware limited liability company (as assignee of LSH Land Holdings, LLC pursuant to that certain Assignment and Assumption Agreement of Lease Option Agreement dated as of April 18, 2018 and recorded at the Kennebec Registry of Deeds in Book 12887, Page 103 and at the Waldo County Registry of Deeds in Book 4259, Page 225) ("Optionee"). Owner and Optionee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

A. Owner and Optionee previously entered into an Option to Lease dated March 15, 2018, a Memorandum of which was recorded at the Kennebec County Registry of Deeds in Book 12861, Page 325 and at the Waldo County Registry of Deeds in Book 4252, Page 32, as amended by that certain Amendment to Lease Option Agreement dated as of April 2, 2019, recorded at the Kennebec County Registry of Deeds in Book 13184, Page 55, further amended by that certain Amendment to Letter Agreement dated as of December 23, 2020 and further amended by that certain Third Amendment to Option to Lease dated as of January 11, 2022, a Memorandum of which was recorded at the Kennebec County Registry of Deeds on January 19, 2022 in Book 14324, Page 333 and at the Waldo County Registry of Deeds on January 18, 2022 in Book 4757, Page 340 (collectively, the "Agreement") providing Optionee with an exclusive option to lease certain real property situated in the County of Kennebec, State of Maine, more particularly described on Schedule A attached hereto and made a part hereof (the "Premises"), on the terms and conditions set forth in the Agreement.

B. The Parties have amended the Agreement pursuant to a Fourth Amendment to Option to Lease dated as of January 28, 2022 (the "Amendment") to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, the Parties agree as follows:

1. **Amendments.**

The Amendment amends the Option Premises in Schedule A, which is deleted in its entirety and replaced with Schedule A attached hereto .

2. **Miscellaneous.**

i. **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

ii. **Counterparts.** This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[Signature pages follow]*

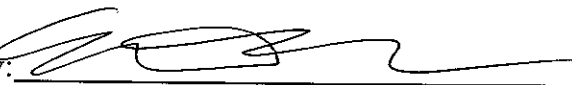


IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first set forth above.

**OWNER:**

BESSEY DEVELOPMENT COMPANY,

A Maine corporation

By: 

Name: Ethan Bessey  
Title: President

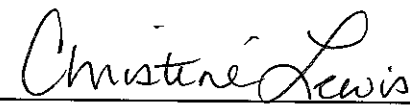
STATE OF Maine §

COUNTY OF Somerset §

I, the undersigned Notary Public, hereby certify that Ethan Bessey, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

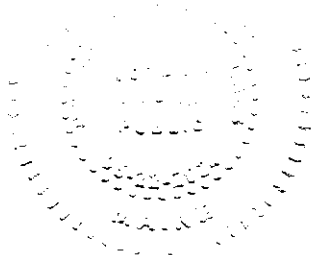
Given under my hand this 28 day of January 2022.

[seal of Notary]




Notary Public

[Signature pages continue]



**OPTIONEE:**

THREE CORNERS SOLAR, LLC,  
a Delaware limited liability company

By: 

Name: Charles Spiliotis  
Title: Chief Investment Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

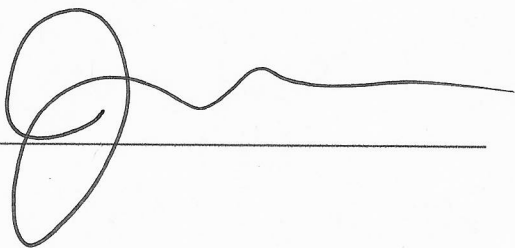
State of California

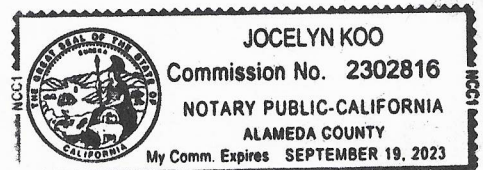
County of San Francisco

On January 27, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Charles Spiliotis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## SCHEDULE A

### Option Premises

Certain parcels of land in Unity Township, Kennebec County, Maine, and the Towns of Benton and Clinton, Kennebec County, Maine.

#### **Unity Township, Kennebec County, Maine:**

- Tax Map/Lot 01-07
- Tax Map/Lot 01-08
- Tax Map/Lot 01-09
- Tax Map/Lot 01-10
- Tax Map/Lot 01-11
- Tax Map/Lot 01-12
- Tax Map/Lot 01-14
- Tax Map/Lot 01-17
- Tax Map/Lot 01-18
- Tax Map/Lot 01-19
- Tax Map/Lot 01-20
- Tax Map/Lot 01-22
- Tax Map/Lot 01-23

#### **Town of Benton, Kennebec County, Maine:**

- Tax Map/Lot 08-10
- Tax Map/Lot 08-23
- Tax Map/Lot 08-24
- Tax Map/Lot 04-52

#### **Town of Clinton, Kennebec County, Maine:**

- Tax Map/Lot 04-49
- Tax Map/Lot 04-51

For Landowner's source of title to the above-referenced tax lots, reference is hereby made to the instruments listed on the spreadsheet attached hereto as Schedule B.

**SCHEDULE B****REFERENCE IS MADE TO THE FOLLOWING RECORDED INSTRUMENTS:**

<b>Grantor</b>	<b>County</b>	<b>Book</b>	<b>Page</b>	<b>Date</b>
State of Maine	Kennebec	936	430	8/24/1953
Diamond International Corporation	Waldo Kennebec	715 1744	1189 18	6/5/1974 6/5/1974
Dead River Company	Kennebec	1230	27	6/26/1961
Ruben Dodge	Kennebec	1249	413	12/27/1961
Maynard W. Cooley	Kennebec	1262	352	4/28/1962
C. Plummer	Kennebec	1279	378	
Ervin Martin	Kennebec	1289	134	
Lottie W. McNally	Kennebec	1315	271	8/28/1963
Merle Mosher	Kennebec	1382	87	6/18/1965
Herbert L. York	Kennebec	1365	52	12/29/1964
Leroy Richardson	Kennebec	1431	551	11/14/1966
Gerald Spencer	Kennebec	1439	635	
Arthur Steeves	Kennebec	1445	893	6/26/1967
Elizabeth C. Snow	Kennebec	1455	890	11/1/1967
James Shores, et al.	Kennebec	1464	126	3/28/1968
Roy French	Kennebec	1466	284	5/1/1968
Winter Scientific Institutions	Kennebec	1644	294	5/24/1973
Leroy Young	Kennebec	1790	219	1/16/1975
George W. Tibbetts et al	Kennebec	2061	236	11/18/1977
Richard Trott	Kennebec	853	313	
John C. Eaton III	Kennebec	3073	116	11/18/1986
Clyde Young, et al	Kennebec	3122	147	3/24/1987
Judgment	Kennebec	3925	333	5/16/1991

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Three Corners Solar, LLC  
c/o Longroad Development Company, LLC  
735 Montgomery Street, Suite 480  
San Francisco, CA 94111

County of Kennebec  
Tax Parcel ID No(s): Town of Benton , Map 8, Lot14 ; .

**MEMORANDUM OF OPTION TO LEASE**

By this Memorandum of Option to Lease (this "Memorandum"), Russell N. Thompson & Darcie Thompson ("Owner"), a married couple, evidences that it has entered into an Option to Lease Agreement dated June 25, 2020 (the "Agreement") with Three Corners Solar, LLC, a Delaware limited liability company ("Optionee") granting the Optionee an exclusive option to lease and an easement over those certain real properties situated in the County of Kennebec, State of Maine, more particularly described on Exhibit 'A' attached hereto and made a part hereof (the "Properties"), on the terms and conditions set forth in the Agreement.

The term of the option commenced on June 25, 2020 and shall expire, unless earlier terminated, on 12:01 on June 25, 2022, with an option to extend for an additional one year period until June 25, 2023 (the "Expiration Date"). Unless this Memorandum has been terminated prior to the Expiration Date by the recordation of a Release of Option in the Official Records of the County of Kennebec, State of Maine, signed by Optionee and specifically referencing this Memorandum, this Memorandum shall automatically cease to impart constructive notice of the Agreement from and after the Expiration Date.

The parties have executed and recorded this instrument for the purpose of imparting notice to all third parties of the Agreement.

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

This Memorandum and the Agreement are governed by Maine law.

This Memorandum may be executed in counterparts, all of which together shall constitute one instrument.

RT

BT

The addresses of Owner and Optionee for purposes of notice are:

Optionee:  
Three Corners Solar, LLC  
330 Congress St., 6<sup>th</sup> Floor  
Boston, MA 02210  
contracts@longroadenergy.com\_\_\_\_\_

Owner:  
Russell N. & Darcie Thompson  
1140 Unity Road  
Benton, ME. 04901

IN WITNESS WHEREOF, Owner and Optionee have executed this Memorandum as of the dates of the notary acknowledgements below.

**OWNER**

By: Russell Thompson  
Darcie Thompson  
Russell Thompson  
Darcie Thompson

STATE OF MAINE §  
COUNTY OF Kennebec §  
§

I, the undersigned Notary Public, hereby certify that Russell Thompson & Darcie Thompson, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this 19<sup>th</sup> day of June, 2020.

(Seal)

Neil R. Postlewaite  
Neil R. Postlewaite  
Notary Public

My Commission Expires: \_\_\_\_\_

Neil Postlewaite  
Notary Public, State of Maine  
My Commission Expires July 10, 2022

RT

ST







# GOLDEN GATE NOTARY & APOSTILLE

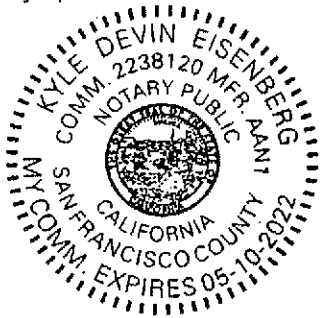
## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of SAN FRANCISCO )  
 On 07/10/2020 before me, Kyle Devin Eisenberg, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared MICHAEL U. ALVAREZ  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

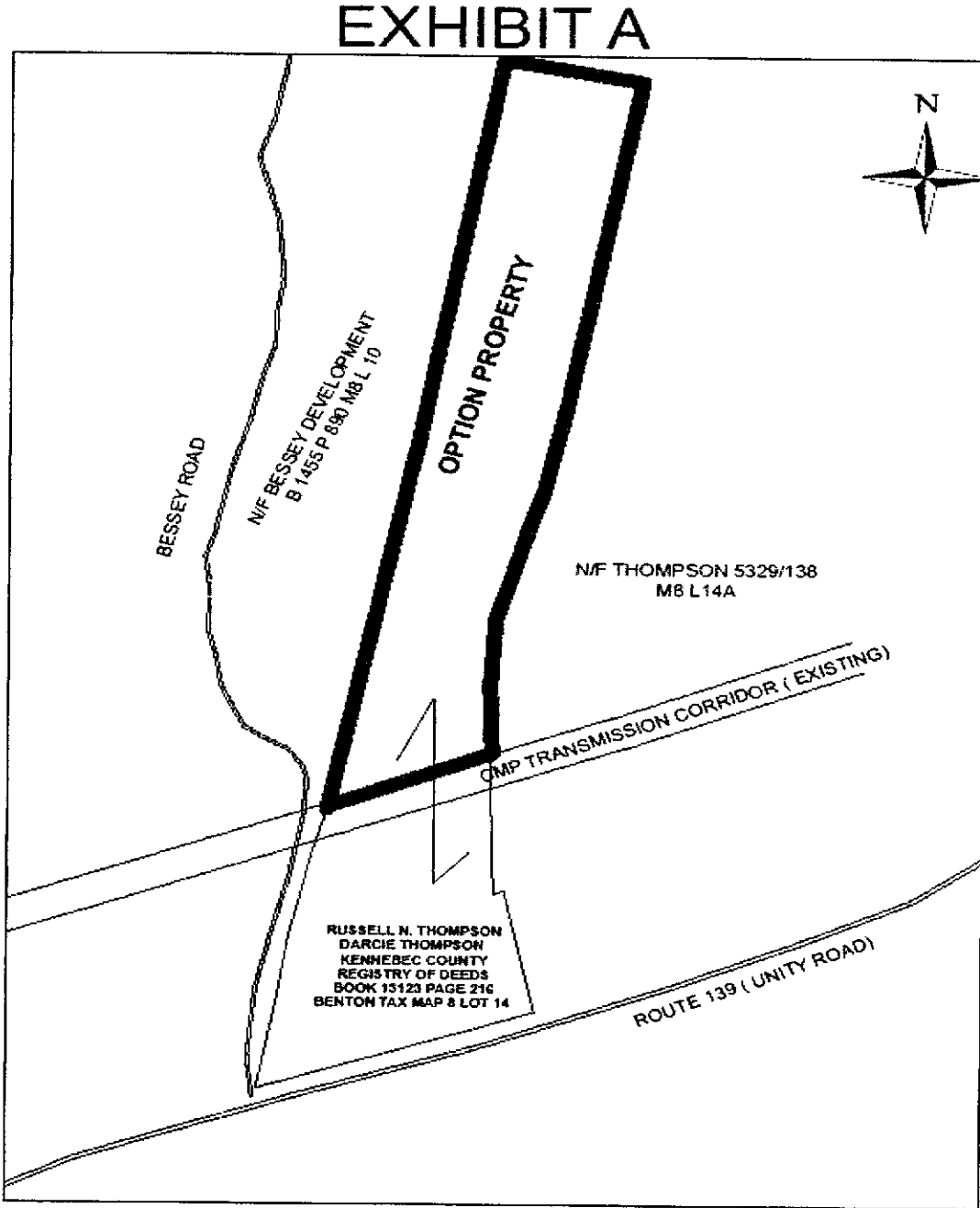
**Golden Gate Mobile Notary & Apostille**

PO Box 717, San Francisco, CA 94104 | goldengatenotary.net | (415) 318-0163

### EXHIBIT 'A'

All that real property situated in Kennebec County, State of Maine, described as follows:

The real property depicted on the Town of Benton Tax Map 8 as Lot14 (comprised of approximately 19 acres) which is further illustrated below as the areas within the bold lines and marked "Option Property":



*RK*

*DT*



## MEMORANDUM OF OPTION TO PURCHASE EASEMENT

1. Owner: **Russell Norman Thompson**  
1140 Unity Road  
Benton, Maine 04901
2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110
3. Effective Date of Option: 9/27/18, 2018
4. Description of Easement Area:  
An approximately 1 acre portion of Owner's land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 8 Lot 14 of the Tax Maps of the Town of Benton and being more particularly described in the deed to Owner dated May 31, 2001 and recorded at the Kennebec County Registry of Deeds in Book 6517, Page 147, said Easement Area being preliminarily located as shown on the attached Exhibit.
5. Option Period: Three (3) years from Effective Date; provided that Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.
6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

RT

⑤ Bernstein Shur  
Portland

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this 27 day of September, 2018.

WITNESS:

Daniel Thompson

OWNER:

Russell N Thompson  
Russell Norman Thompson

GRANTEE:

THREE CORNERS SOLAR, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF Kennebec

Dated: Sept 27, 2018

Then personally appeared the above-named Russell Norman Thompson and acknowledged the foregoing instrument to be his free act and deed.



Neil Postlewaite

Notary Public Neil Postlewaite  
Notary Public, State of Maine  
My Commission Expires: My Commission Expires July 10, 2022

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this 27 day of September, 2018.

WITNESS:

Daniel Thompson

OWNER:

Russell N Thompson  
Russell Norman Thompson

GRANTEE:

THREE CORNERS SOLAR, LLC

By: Michael U. Alvarez  
Name: MICHAEL U. ALVAREZ  
Title: CHIEF OPERATING OFFICER

STATE OF MAINE  
COUNTY OF Kennebec

Dated: Sept 27, 2018

Then personally appeared the above-named Russell Norman Thompson and acknowledged the foregoing instrument to be his free act and deed.

Neil Postlewaite  
Neil Postlewaite  
Notary Public  
Notary Public, State of Maine  
My Commission Expires: July 10, 2022

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



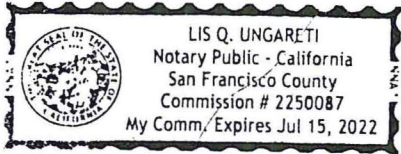
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Francisco }  
On January 18, 2019 before me, Lis Q. Ungareti - Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Michael U. Alvarez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lis Ungareti  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

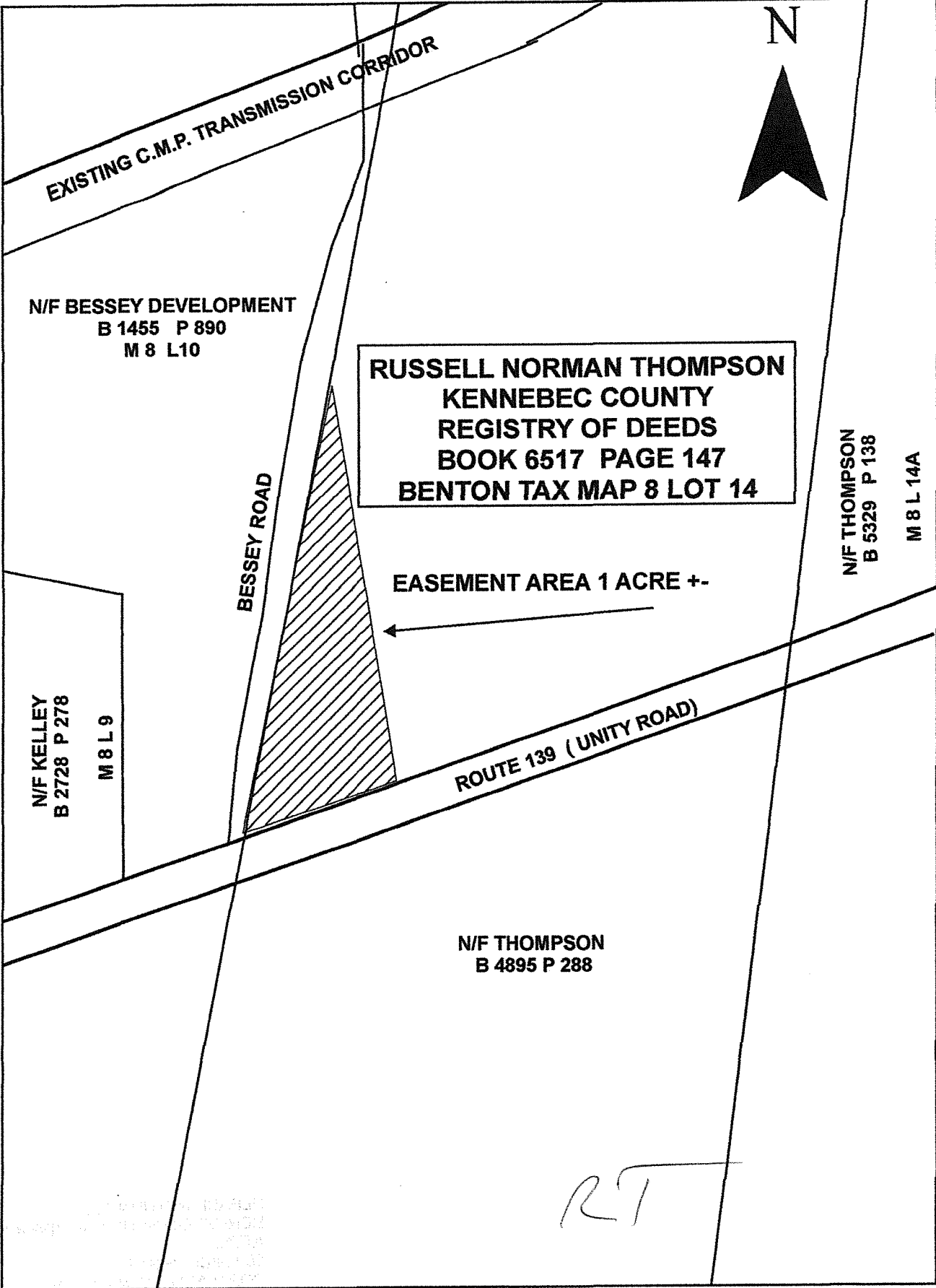
**Description of Attached Document**

Title or Type of Document: MEMO OF OPTION TO PURCHASE EASEMENT  
Document Date: 09/27/18 Number of Pages: 3  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

# EXHIBIT





OPR BK 13034 PGS 140 - 142 09/25/2018 09:36:19 AM  
INSTR # 2018022272 # OF PAGES 3  
ATTEST: BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS KENNEBEC COUNTY, ME

MEMORANDUM OF OPTION TO PURCHASE EASEMENT

- 1. Owner: **Gerald W. Thompson & June A. Thompson**  
40 Seabasticook River Bridge Road  
Benton, Maine 04901
- 2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110
- 3. Effective Date of Option: September 14, 2018
- 4. Description of Easement Area:  
An approximately 8 +- acre portion of Owner's land located in the Town of Benton , Kennebec County, Maine, shown as Tax Map 8 Lot11 of the Tax Maps of the Town of Benton and being more particularly described in the deed to Owner dated May 19, 1995 and recorded at the Kennebec County Registry of Deeds in Book 4895, Page 288, said Easement Area being preliminarily located as shown on the attached SCHEDULE.
- 5. Option Period: Three (3) years from Effective Date; provided that Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.

14th IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this day of September, 2018.

WITNESS: Neil Posthewait

By: [Signature]  
Gerald W. Thompson

WITNESS: Neil Posthewait

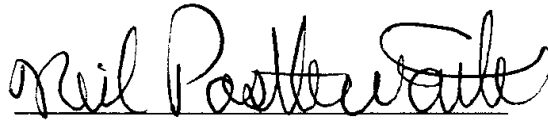
By: [Signature]  
June A. Thompson

③ Neil Posthewait



STATE OF MAINE  
COUNTY OF Kennebec

Then personally appeared the above-named Gerald W. Thompson and June A. Thompson and acknowledged the foregoing instrument to be their free act and deed.

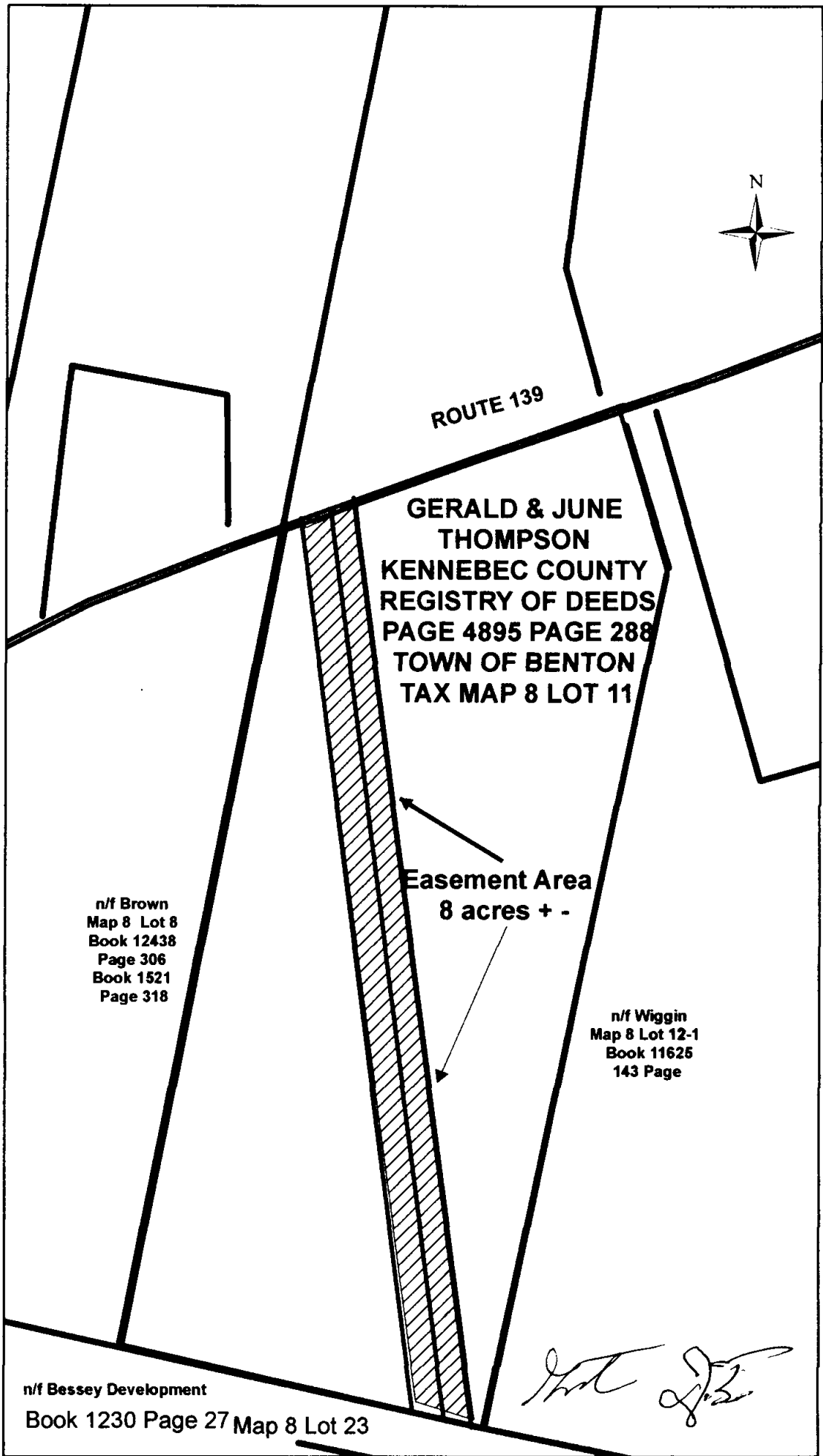


Notary Public

My Commission Expires: \_\_\_\_\_

**Neil Postlewaite**  
**Notary Public, State of Maine**  
**My Commission Expires July 10, 2022**

# Schedule - Preliminary Depiction of Easement Parcel



Document Path: G:\Longroad Energy\Landowners\Thompson, Gerald and June\SCHEDULE 2\T THOMPSON .mxd

BK14329 PGS 255 - 260 01/21/2022 02:50:05 PM  
 INSTR#: 2022001805 ATTEST: DIANE WILSON  
 RECEIVED KENNEBEC SS ACTING REGISTER OF DEEDS  
 eRecorded Document

After recording return to:  
 Three Corners Solar, LLC  
 Attn: Vanessa Kwong  
 735 Montgomery Street, Suite 480  
 San Francisco, CA 94111

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## AMENDMENT TO MEMORANDUM OF OPTION TO PURCHASE EASEMENT

This AMENDMENT TO MEMORANDUM OF OPTION TO PURCHASE EASEMENT (this "Memorandum") is entered into as of the 14<sup>th</sup> day of January, 2022 by and between Gerald W. Thompson and June A. Thompson ("Owner") and Three Corners Solar, LLC, a Delaware limited liability company, a Delaware limited liability company ("Optionee"). Owner and Optionee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

A. Owner and Optionee previously entered into an Option to Purchase Easement dated September 14, 2018, a Memorandum of which was recorded on September 25, 2018 at the Kennebec County Registry of Deeds in Book 13034, Page 140 (the "Agreement") providing Developer with an exclusive option to purchase an easement on certain real property situated in the County of Kennebec, State of Maine, more particularly described on the attached Schedule 2 attached hereto and made a part hereof (the "Premises"), on the terms and conditions set forth in the Agreement.

B. The Parties have amended the Agreement pursuant to an Amendment to Option to Purchase Easement dated as of January 14, 2022 (the "Amendment") to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendments.

The Amendment amends the Easement Parcel Location in Schedule 2.

2. Miscellaneous.

i. Interpretation. Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

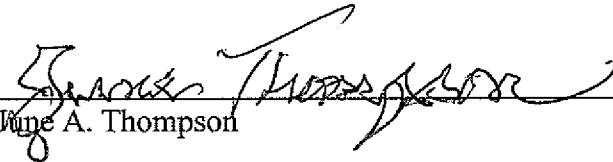
ii. Counterparts. This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[Signature pages follow]*

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

**OWNER:**

x By:   
Gerald W. Thompson

x By:   
June A. Thompson

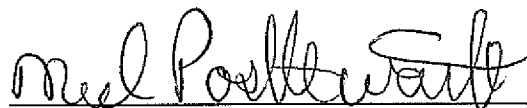
STATE OF §  
COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Gerald W. Thompson, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 14 day of Jan., 2022.

[seal of Notary]





Notary Public

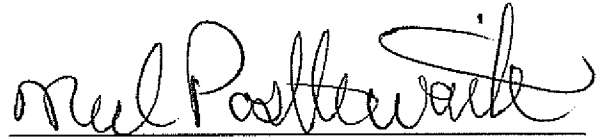
**Neil Postlewaite**  
Notary Public, State of Maine  
My Commission Expires July 10, 2022

STATE OF §  
COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that June A. Thompson, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 14 day of Jan., 2022.

[seal of Notary]



Notary Public

[Signature pages continue]

**Neil Postlewaite**  
**Notary Public, State of Maine**  
**My Commission Expires July 10, 2022**

**OPTIONEE:**

THREE CORNERS SOLAR, LLC,  
a Delaware limited liability company

By: 

Name: Michael U. Alvarez  
Title: Chief Operating Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

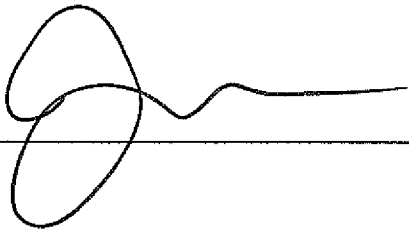
State of California

County of San Francisco

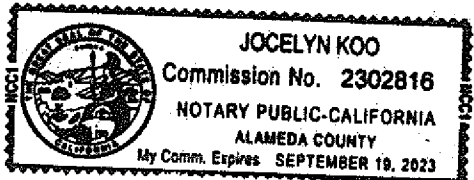
On JANUARY 14, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

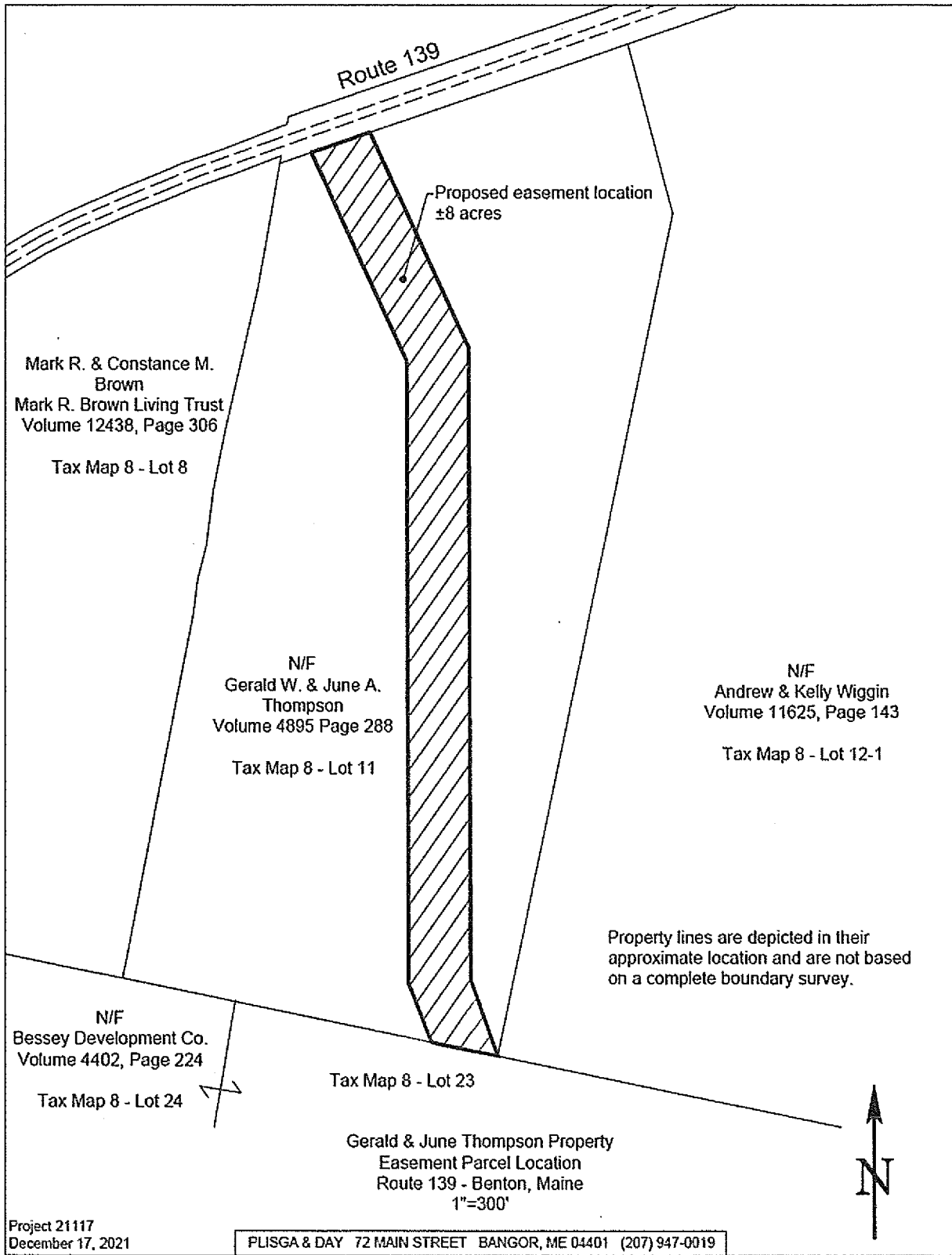
WITNESS my hand and official seal.

Signature 

(Seal)



### Schedule 2





This document has been recorded electronically  
on 2.10.20 at 8:49 am.  
Please see the attached copy to view the  
Recorder's Stamp as it now appears in the public record.  
State: Maine Jurisdiction: Kennebec County  
Instrument # 2020002521  
Book: 13469 Page: 301  
Submitted by Monument Title Company

DLN: 1002040086766

**SHORT FORM DEED OF SALE BY PERSONAL REPRESENTATIVE (TESTATE)**  
**(CORRECTIVE DEED) \***

**Kathleen M. Humphrey** of Benton, Maine, duly appointed and acting **Personal Representative of the Estate of Julia F. Martin**, deceased (testate), as shown by the probate records of Kennebec County, Maine (and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale), by the power conferred by the Probate Code, and every other power, FOR CONSIDERATION PAID, grants to **Three Corners Solar, LLC**, a Delaware limited liability company doing business in Maine, with a mailing address of c/o Longroad Development Company, LLC, 330 Congress Street, 6<sup>th</sup> Floor, Boston, MA 02210, certain real property, together with any improvements thereon, located in Benton, Kennebec County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

WITNESS my hand and seal this 3 day of February, 2020.

WITNESSETH:

Joann C Austin  
Name:

Kathleen M. Humphrey  
Kathleen M. Humphrey  
Personal Representative,  
Estate of Julia F. Martin

State of Maine  
County of Kennebec

February 3, 2020

PERSONALLY APPEARED the above-named Kathleen M. Humphrey, Personal Representative as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me,

Joann C. Austin  
Name: JOANN C AUSTIN  
Title: Notary Public  
My commission expires 10/25/2021

\*The purpose of this Corrective Deed is to correct a scrivener's error in the deed recorded in said Registry of Deeds in Book 13469, Page 301.

## EXHIBIT A

A certain lot or parcel of land situated easterly of and adjacent to East Benton Road in the Town of Benton, Kennebec County, State of Maine bounded and described as follows:

Beginning at a 5/8" rebar marked PLS 351 set on the easterly sideline of East Benson Road at the northwesterly corner of land now or formerly of Cookson Homestead Trust (KCRD Book 12952, Page 257) said rebar being the Point of Beginning;

Thence, N 22°27'40" W along the said easterly sideline of East Benton Road, a distance of one thousand two hundred sixty-three and 78/100 hundredths (1263.78') feet to a 5/8" rebar marked PLS 2251 found and land now or formerly of Danica J. Martin (KCRD Book 8520, Page 100);

Thence, N 67°30'50" E along the said land of Danica J. Martin, a distance of two hundred fifty-one and 98/100 hundredths (251.98') feet to a 5/8" rebar marked PLS 2251 found and land now or formerly of the Estate of Julia Martin, the herein Grantor;

Thence, S 84°12'48" E along the said land of the herein Grantor, a distance of nine hundred thirty-seven and 75/100 hundredths (937.75') feet to a 5/8" rebar marked PLS 351 set;

Thence, N 14°15'19" E continuing along the said remaining land of the herein Grantor, a distance of one thousand three hundred seventy-seven and 87/100 hundredths (1377.87') feet to a 5/8" rebar marked PLS 351 set;

Thence, N 14°15'19" E continuing along the said remaining land of the herein Grantor, a distance of twenty (20') feet more or less to the southerly shoreline of Fifteen Mile Stream;

Thence, easterly along the said southerly shoreline of Fifteen Mile Stream, a distance of three hundred sixty-one (361') feet more or less to a point and land now or formerly of Richard and Sandra L. Lawrence (KCRD Book 2118, Page 36);

Thence, S 14°15'19" W along the said land of Richard and Sandra L. Lawrence, a distance of three (3') feet more or less to a 5/8" rebar marked PLS 351 found, said rebar lies N 49°40'45" E, a distance of three hundred ten and 55/100 hundredths (310.55') feet from the previously herein described 5/8" rebar;

Thence, S 14°15'19" W continuing along the said land of Richard and Sandra L. Lawrence, a distance of one thousand six hundred four and 13/100 hundredths (1603.13') feet 1/2" rebar marked PLS 1182 found and land now or formerly of Matthew M. and Krista A. Gomola (KCRD Book 12733, Page 167);

Thence, S 11°57'23" W along the said land of Matthew M. and Krista A. Gomola, a distance of one thousand one hundred ninety-six and 29/100 hundredths (1196.29') feet to a 5/8" rebar marked PLS 351 set and said land of Cookson Homestead Trust;

Thence, N 88°14'19" W along the said land of Cookson Homestead Trust, a distance of six hundred sixteen and 48/100 hundredths (616.48') feet to the Point of Beginning.

Said parcel containing 33.89 acres.

All bearings are Grid North.

The above-described premises are shown on a survey entitled "Proposed Conveyances to Three Corners Solar, LLC Site Location: East Benton Road, Benton, Maine" dated January 20, 2020 prepared by Boynton & Pickett L.L.C. Professional Land Surveyor.

Said parcel being a portion and a portion only of the property conveyed by warranty deed from Henry H. Martin, Sr. to Henry H. Martin, Sr. and Julia Martin, as joint tenants, dated September 30, 1981 and recorded in the Kennebec County Registry of Deeds in Book 2425 Page 191. Henry H. Martin, Sr. died on November 28, 2004 leaving Julia Martin as surviving joint tenant. Julia F. Martin died testate on January 2, 2017. Reference is hereby made to a Certificate and Abstract of Probate dated June 18, 2018 recorded at Kennebec County Registry of Deeds in Book 12941, Page 339 appointing Kathleen M. Humphrey as Personal Representative of the Estate of Julia F. Martin.



OPR BK 13754 PGS 102 - 103 10/20/2020 03:26:17 PM  
INSTR # 2020027020 # OF PAGES 2  
ATTEST: BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS KENNEBEC COUNTY, ME

**TRANSFER  
TAX  
PAID**

**QUITCLAIM DEED WITH COVENANT**

**HENRY H. MARTIN, JR. and PATRICIA M. MARTIN** (collectively, "Grantors"), a married couple whose mailing address is PO Box 302, Albion, Maine 04910, for consideration paid, grant to **THREE CORNERS LAND HOLDINGS, LLC**, a Delaware limited liability company ("Grantee"), which has a mailing address c/o Longroad Development Company, LLC, 330 Congress Street, 6<sup>th</sup> Floor, Boston, Massachusetts 02210, WITH QUITCLAIM COVENANT, certain real property in the Town of Benton, County of Kennebec and State of Maine, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

IN WITNESS WHEREOF, Grantors have executed this instrument, effective the 20th day of October, 2020.

WITNESSETH:

Neil Postlewaite

Name:

Neil Postlewaite

Name:

Henry H. Martin, Jr.  
Henry H. Martin, Jr.

Patricia M. Martin  
Patricia M. Martin

STATE OF MAINE )  
COUNTY OF KENNEBEC )

October 20, 2020

PERSONALLY APPEARED the above-named Henry H. Martin, Jr. and Patricia M. Martin and acknowledged the foregoing instrument to be their free act and deed.

Before me, Neil Postlewaite

Notary Public/Attorney at Law

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

②

**Neil Postlewaite**  
Notary Public, State of Maine  
My Commission Expires July 10, 2022

## Exhibit A

A certain lot or parcel of land situated easterly but not adjacent to East Benton Road in the Town of Benton, Kennebec County, State of Maine bounded and described as follows:

Beginning at a 5/8" rebar marked PLS 315 found at the southwesterly corner of land of the herein Grantor and the southeasterly corner of land now or formerly of Danica J. Martin (KCRD Book 8520, Page 100) and land of the herein Grantee;

Thence, N 67° 30' 50" E, a distance of one thousand one hundred fifty-seven and 47/100 hundredths (1157.47) feet to a point and said land now or formerly of the herein Grantee;

Thence, S 14° 15' 20" W, along said land of the herein Grantee, a distance of five hundred fifty-four and 30/100 hundredths (554.30') feet to a 5/8" rebar marked PLS 315 found point;

Thence, N 84° 12' 48" W continuing along the said land of the herein Grantee, a distance of nine hundred thirty-seven and 75/100 hundredths (937.75') feet to the Point of Beginning.

Said parcel contains 5.90 acres.

Said parcel being a portion and a portion only of the property conveyed to the herein Grantors by deed of Henry H. Martin, Jr. dated February 8, 2020 and recorded in the Kennebec County Registry of Deeds in Book 13484, Page 46.

All bearings are Grid North.

BK13785 PGS 310 - 313 11/13/2020 09:20:35 AM  
INSTR#: 2020029327 ATTEST: BEVERLY BUSTIN-HATHEWAY  
RECEIVED KENNEBEC SS REGISTER OF DEEDS  
eRecorded Document

**NO REAL ESTATE  
TRANSFER TAX PAID**

**QUITCLAIM DEED WITH COVENANT**

DLN #1002040120327

**THREE CORNERS SOLAR, LLC**, a Delaware limited liability company ("Grantor"), which has mailing address c/o Longroad Development Company, LLC, 330 Congress Street, 6<sup>th</sup> Floor, Boston, Massachusetts 02210, for consideration paid, grants to **THREE CORNERS LAND HOLDINGS, LLC**, a Delaware limited liability company ("Grantee"), which has a mailing address c/o Longroad Development Company, LLC, 330 Congress Street, 6<sup>th</sup> Floor, Boston, Massachusetts 02210, WITH QUITCLAIM COVENANT, certain real property in the Town of Benton, County of Kennebec and State of Maine, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative, effective the 6<sup>th</sup> day of November, 2020.

WITNESSETH:

Vanessa Kuong  
Name: Vanessa Kuong

THREE CORNERS SOLAR, LLC  
By: [Signature]  
Name: Charles Spiliotis  
Title: Chief Investment Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On 11/06/2020 before me, KYLE DEVIN EISENBERG Notary Public

personally appeared CHARLES SPINUTIS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Kyle Devin Eisenberg*



## Exhibit A

*(Three Corners Solar, LLC to Three Corners Land Holdings, LLC)*

A certain lot or parcel of land situated easterly of and adjacent to East Benton Road in the Town of Benton, Kennebec County, State of Maine bounded and described as follows:

Beginning at a 5/8" rebar marked PLS 2251 found on the easterly sideline of East Benson Road at the southwesterly corner of land now or formerly of Danica J. Martin (KCRD Book 8520, Page 100) said rebar being the Point of Beginning;

Thence, N 67°30'50" E along the said land of Danica J. Martin, a distance of two hundred fifty-one and 98/100 hundredths (251.98') feet to a 5/8" rebar marked PLS 2251 found and land now or formerly of Henry H. Martin, Jr. and Patricia M. Martin (KCRD Book 13484, Page 44), such rebar marking the southwesterly corner of land conveyed by Henry H. Martin, Jr. and Patricia M. Martin to Three Corners Land Holdings, LLC (KCRD Book 13754, Page 102);

Thence, S 84°12'48" E along the said land of Three Corners Land Holdings, LLC, a distance of nine hundred thirty-seven and 75/100 hundredths (937.75') feet to a 5/8" rebar marked PLS 351 set;

Thence, N 14°15'19" E continuing along the said land of Three Corners Land Holdings, LLC and remaining land of Martin, a distance of one thousand three hundred seventy-seven and 87/100 hundredths (1377.87') feet to a 5/8" rebar marked PLS 351 set;

Thence, N 14°15'19" E continuing along the said land of Martin, a distance of twenty (20') feet more or less to the southerly shoreline of Fifteen Mile Stream;

Thence, easterly along the said southerly shoreline of Fifteen Mile Stream, a distance of three hundred sixty-one (361') feet more or less to a point and land now or formerly of Richard and Sandra L. Lawrence (KCRD Book 2118, Page 36);

Thence, S 14°15'19" W along the said land of Richard and Sandra L. Lawrence, a distance of three (3') feet more or less to a 5/8" rebar marked PLS 351 found, said rebar lies N 49°40'45" E, a distance of three hundred ten and 55/100 hundredths (310.55') feet from the previously herein described 5/8" rebar; land of Cookson Homestead Trust;

Thence, S 14°15'19" W continuing along the said land of Richard and Sandra L. Lawrence, a distance of one thousand six hundred four and 13/100 hundredths (1604.13') feet 1/2" rebar marked PLS 1182 found and land now or formerly of Matthew M. and Krista A. Gomola (KCRD Book 12733, Page 167)

Thence, S 11°57'23" W along the said land of Matthew M. and Krista A. Gomola, a distance of sixty-five and 56/100 hundredths (65.56') feet to a 5/8" rebar marked PLS 351 set;

Thence, S 85°54'32" W, a distance of one thousand two hundred sixty-five and 82/100 hundredths (1265.82') feet to a 5/8" rebar marked PLS 351 set on the said easterly sideline of East Benton Road;

Thence, N 22°27'40" W along the said easterly sideline of East Benton Road, a distance of one hundred eighty-five and 00/100 hundredths (185.00') feet to the Point of Beginning.

Said parcel to contain 11.14 acres.



Said parcel being a portion and a portion only of the property conveyed by Kathleen M. Humphrey, Personal Representative of the Estate of Julia F. Martin, to Three Corners Solar, LLC by deed dated February 3, 2020 and recorded February 10, 2020 in the Kennebec County Registry of Deeds in Book 13469, Page 301.

All bearings are Grid North.

It is the intent of Grantor and Grantee that the above-described premises shall merge with Grantee's abutting land described in a Quitclaim Deed with Covenant from Henry H. Martin, Jr. and Patricia M. Martin to Three Corners Land Holdings, LLC recorded October 20, 2020 in the Kennebec County Registry of Deeds in Book 13754, Page 102 (the "Abutting Land"), such that it constitutes a conveyance to an abutter within the meaning of 30-A M.R.S. Section 4401(4)(D-6). Grantee shall not transfer or convey the above-described premises or the Abutting Land, or any portion thereof, separately from all of the merged land within five (5) years of the date of this deed unless Grantee shall first obtain final subdivision approval from the Town of Benton Planning Board.



OPR BK 13139 PGS 152 - 156 01/30/2019 01:37:30 PM  
INSTR # 2019001946 # OF PAGES 5  
ATTEST: BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS KENNEBEC COUNTY, ME

MEMORANDUM OF OPTION TO PURCHASE EASEMENT

- 1. Owner: **JAMES A. DENNIS II**  
915 Unity Road  
Benton, Maine 04901
- 2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110
- 3. Effective Date of Option: 10/15, 2018
- 4. Description of Easement Area:  
An approximately 5+/- acre portion of Owner's land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 4 Lot 30-2 of the Tax Maps of the Town of Benton and being more particularly described in the deed to Owner dated February 23, 2012 and recorded at the Kennebec County Registry of Deeds in Book 11189, Page 92, said Easement Area being preliminarily located as shown on the attached Exhibit B.
- 5. Option Period: Three (3) years from Effective Date; provided that Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.
- 6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

⑤ Bernstein Shur Portland

7<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this day of October, 2018.

WITNESS:

[Signature]

OWNER:

[Signature]  
James A. Dennis II

GRANTEE:

THREE CORNERS SOLAR, LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF MAINE  
COUNTY OF Kennebec

Dated: Oct 7, 2018

Then personally appeared the above-named James A. Dennis II and acknowledged the foregoing instrument to be his free act and deed.

[Signature]  
Notary Public  
Micheal K. Laflin  
My Commission Expires \_\_\_\_\_



STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this 7<sup>th</sup> day of October, 2018.

WITNESS:

[Signature]

OWNER:

[Signature]  
James A. Dennis II

GRANTEE:

THREE CORNERS SOLAR, LLC

By: [Signature]  
Name: MICHAEL U. ALVAREZ  
Title: Chief Operating Officer

STATE OF MAINE  
COUNTY OF Kennebec

Dated: Oct 7, 2018

Then personally appeared the above-named James A. Dennis II and acknowledged the foregoing instrument to be his free act and deed.

[Signature]  
Notary Public  
Micheal K. Laflin  
My Commission Expires \_\_\_\_\_



STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

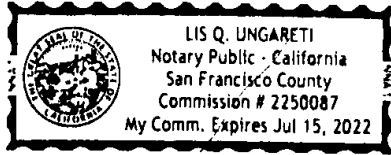
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco }  
On January 18, 2019 before me, Lis Q. Ungareti - Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael V. Alvarez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lis Ungareti  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: MEMO OF OPTION TO PURCHASE EASEMENT

Document Date: 10/15/18 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

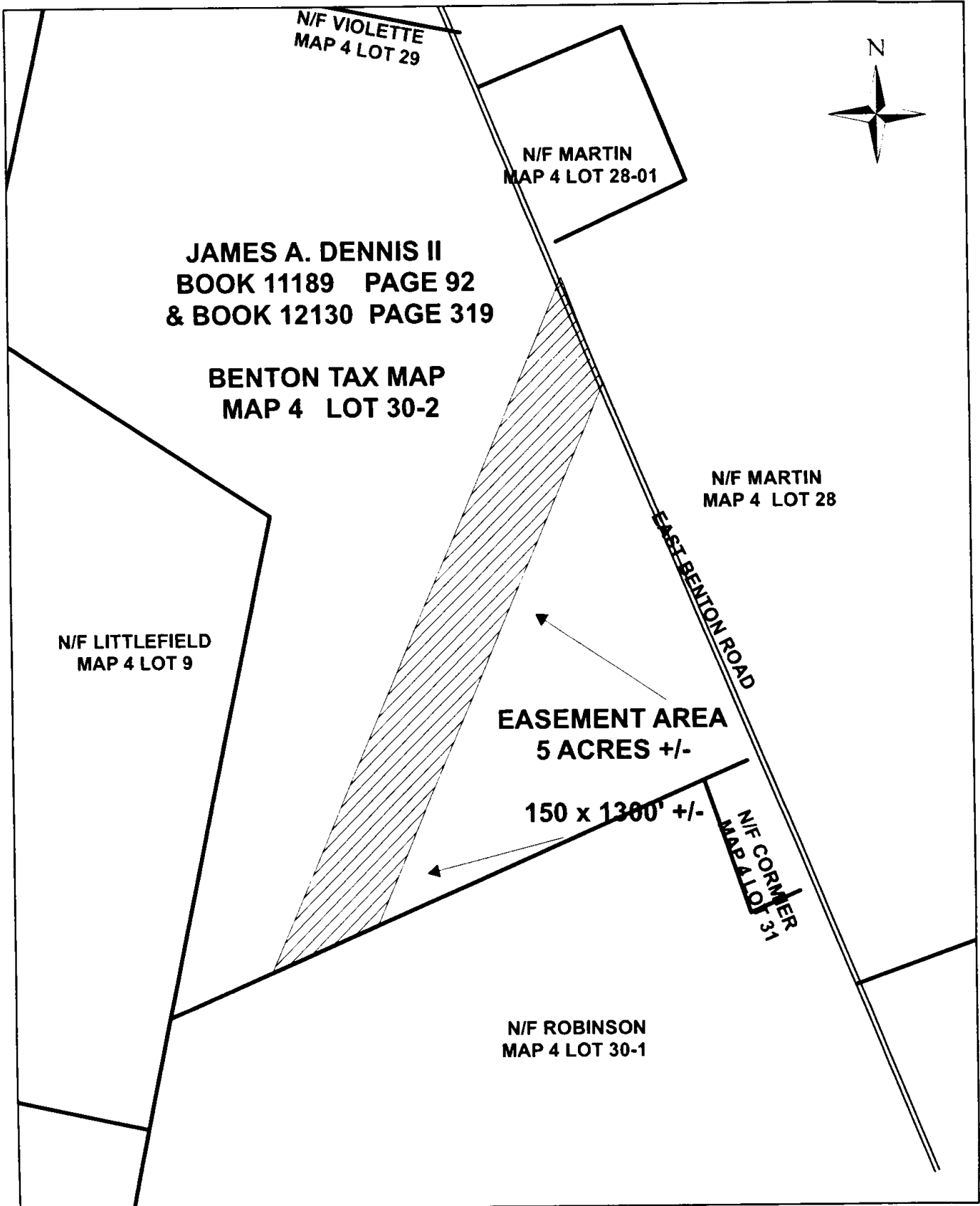
Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# EXHIBIT B



*Handwritten signature*

**MAINE REAL ESTATE  
TRANSFER TAX PAID**BK14144 PGS 88 - 90 08/24/2021 10:47:16 AM  
INSTR#: 2021024498 ATTEST: BEVERLY BUSTIN-HATHEWAY  
RECEIVED KENNEBEC SS REGISTER OF DEEDS  
eRecorded Document

DLN: 1002140159144

**WARRANTY DEED**  
(Joint Tenancy)

**KNOW ALL BY THESE PRESENTS**, that **JAMES A. DENNIS, II**, of Benton, County of Kennebec and State of Maine, in consideration of one dollar and other valuable consideration paid by **RUSSELL S. VIOLETTE and LISA M. VIOLETTE**, of Benton, County of Kennebec and State of Maine, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Russell S. Violette and Lisa M. Violette, their heirs and assigns forever, **as joint tenants and not as tenants in common**, a certain lot or parcel of land, together with any buildings located thereon, situated in the Town of Benton, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at a #5 capped found on the easterly sideline of East Benton Road in the Town of Benton, Kennebec County, Maine. Said corner being the southeast corner of the now or formerly Russell S. Violette (Bk. 3697 Pg. 285) parcel, shown as Lot 29 on the Town of Benton Tax Map 4. Thence from said #5 re-rod found in the westerly sideline of East Benton Road which is the southeast corner of Violette; thence from said #5 re-rod found south six degrees five minutes east (S 06°05' E) along the westerly sideline of East Benton Road a distance of one thousand four hundred seventy-seven and one tenth of a foot (1,477.1") to #5 capped (2364) re-rod set, said #5 capped (#2364) re-rod set is the northeasterly corner of the now or formerly Bernard & Cindy Cormier (Bk. 4186 Pg. 104) parcel; thence from said #5 capped (#2364) re-rod set south eighty-three degrees thirty-two minutes west (S 83°32' W) along the northerly line of Cormier and other land of this grantor Edith Robinson (Bk. 8373 Pg. 162) a distance of one thousand one hundred seventy and four tenths of a foot (1,170.4') to a #5 capped (#2364) re-rod set in the line of now or formerly Joel B. Littlefield (Bk. 6440 Pg. 176); thence from said #5 capped (#2364) re-rod set north twenty-eight degrees eighteen minutes east (N 28°18' E) along the easterly line of Littlefield a distance of eight hundred thirty-one and six tenths of a foot (831.6') to a #5 capped (#2364) re-rod set; thence from said #5 capped (#2364) re-rod set north thirty-six degrees forty-five minutes west (N 36°45' W) along the northerly line of Littlefield a distance of seven hundred seventy-one and nine tenths of a foot (771.9') to a #5 capped (#2364) re-rod set; thence from said #5 capped (#2364) re-rod set north twenty-six degrees fifty-six minutes east (N 26°56' E) along the easterly line of Littlefield and a partial wall a distance of one hundred eighty-seven feet (187.0')

to a #5 capped (#2364) re-rod set in a wall and the southerly line of now or formerly Donald Goodale (Bk. 8508 Pg. 264); thence from said #5 capped (#2364) re-rod set south sixty-one degrees nineteen minutes east (S 61°19' E) along the southerly line of Goodale a distance of sixty-seven and nine tenths of a foot (67.9') to a #5 capped (#2364) re-rod set in the southeast corner Goodale; thence from said #5 capped (#2364) re-rod set north twenty-nine degrees one minute east (N 29°01' E) along the easterly line of Goodale and a stone wall a distance of seven hundred one and six tenths (701.6') to a #5 capped (#2364) re-rod set in the intersection of walls; thence from said #5 capped (#2364) re-rod set south sixty degrees forty-eight minutes east (S 60°48' E) along the line remaining land of Robinson and a stone wall a distance of two hundred fifty-nine feet (259.0') to the northwesterly corner of Violette and a 1" pipe found; thence from said 1" pipe found south two degrees fifty-three minutes east (S 02°53' E) along the westerly line of Violette a distance of one hundred eighty-five feet (185.0') to a point which is the southwest corner of Violette; thence from said point south sixty-two degrees eleven minutes east (S 62°11' E) along the southerly line of Violette a distance of four hundred feet (400.0') to a #5 capped found being the Point of Beginning and containing thirty-seven and two tenths of an acres (37.2 acres±).

Meaning and intending to convey the northerly portion of the Edith Robinson parcel which is located on the southerly side of East Benton Road.

A detailed survey of the premises being conveyed herein entitled "Lot Split Survey of the Edith Robinson Property located on East Benton Road, Benton, Kennebec County, ME", by Falla & Sons Land Surveys, Inc., dated January 21, 2012, is marked as Exhibit (1) and is attached hereto.

The above-described premises is subject to an Option Agreement to Purchase Easement by and between James A. Dennis II and Three Corners Solar, LLC as further described in a Memorandum of Option to Purchase Easement dated October 15, 2018 and recorded in the Kennebec County Registry of Deeds in Book 13139, Page 152.

**MEANING AND INTENDING** to convey the same premises as conveyed to James A. Dennis, II by Quitclaim Deed Without Covenant of Edith Robinson dated February 23, 2012 and recorded in the Kennebec County Registry of Deeds in Book 11189, Page 92.





**TO HAVE AND TO HOLD** the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said Russell S. Violette and Lisa M. Violette, their heirs and assigns, to them and their use and behoof forever.

**AND** I do covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey to the said Grantees to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Russell S. Violette and Lisa M. Violette, their heirs and assigns forever, against the lawful claims and demands of all persons.

**IN WITNESS WHEREOF**, I, the said **JAMES A. DENNIS, II**, have hereunto set my hand and seal this 20<sup>th</sup> day of August, 2021.

Signed, Sealed and Delivered  
in presence of

  
\_\_\_\_\_

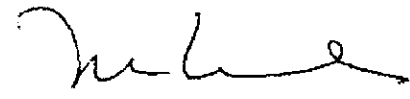
  
\_\_\_\_\_  
**JAMES A. DENNIS, II**

STATE OF MAINE  
Kennebec, ss.

8/20, 2021

Personally appeared the above named **JAMES A. DENNIS, II** and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law

**MARK J. NALE**  
Notary Public, Maine  
My Commission Expires November 6, 2024



**Three Corners Solar, LLC**  
**c/o Longroad Development Company, LLC**  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, MA 02210

VIA FEDEX

October 12, 2021

Russell S. Violette and Lisa M. Violette  
619 E. Benton Road  
Benton, ME 04901

RE: Option Agreement to Purchase Easement Extension


Dear Russell and Lisa Violette:

This notice is delivered pursuant to Section A of that certain Option Agreement to Purchase Easement, dated as of October 15, 2018, by and between Three Corners Solar, LLC (“Grantee”) and Russell S. Violette and Lisa M. Violette (as assignee of James A. Dennis II pursuant to that certain Assignment and Assumption of Contracts, dated August 20, 2021, by and between James A. Dennis II and Russell S. Violette and Lisa M. Violette) (“Owner”) (the “Contract”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings set forth in the Contract.

Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year, in exchange for the payment of Extension Consideration in the amount of Two Thousand Seventy dollars (\$2,070.00) for such extension, to be on all the same terms and conditions provided herein. Grantee hereby extends the Option Period for one (1) additional period of one (1) year, effective October 15, 2021, with an expiration date of October 15, 2022; provided however, Owner acknowledges that due to Grantee’s payment in error to the former owner, the Extension Consideration shall be paid on or about October 21, 2021. Owner and Grantee both acknowledge that the Option Period expires on October 15, 2022.

Sincerely,

THREE CORNERS SOLAR, LLC

By:   
Name: Michael U. Alvarez  
Title: COO

Russell S. Violette and Lisa M. Violette  
October 12, 2021  
Page 2

ACKNOWLEDGED AND AGREED:

---

Russell S. Violette

---

Lisa M. Violette

After recording return to:  
Three Corners Solar, LLC  
Attn: Vanessa Kwong  
735 Montgomery Street, Suite 480  
San Francisco, CA 94111

---

**AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT TO PURCHASE  
EASEMENT**

This AMENDMENT TO MEMORANDUM OF OPTION AGREEMENT TO PURCHASE EASEMENT (this "Memorandum") is entered into as of the 18<sup>th</sup> day of January, 2022 by and between Russell S. Violette and Lisa M. Violette (as assignee of James A. Dennis II pursuant to that certain Assignment and Assumption of Contracts dated as of August 20, 2021) ("Owner") and Three Corners Solar, LLC, a Delaware limited liability company, a Delaware limited liability company ("Optionee"). Owner and Optionee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Owner and Optionee previously entered into an Option to Purchase Easement dated October 15, 2018, a Memorandum of which was recorded on January 30, 2019 at the Kennebec County Registry of Deeds in Book 13139, Page 152 (the "Agreement") providing Developer with an exclusive option to purchase an easement on certain real property situated in the County of Kennebec, State of Maine, more particularly described on the attached Exhibit B attached hereto and made a part hereof (the "Premises"), on the terms and conditions set forth in the Agreement.

B. The Parties have amended the Agreement pursuant to an Amendment to Option to Purchase Easement dated as of Jan. 18<sup>th</sup>, 2022 (the "Amendment") to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Amendments.**

The Amendment amends the Easement Parcel Location in Exhibit B.

2. **Miscellaneous.**

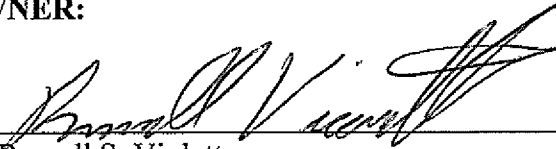
i. Interpretation. Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

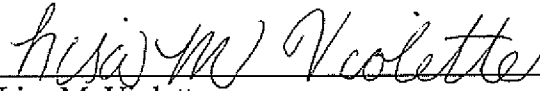
ii. Counterparts. This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[Signature pages follow]*

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

**OWNER:**

By:   
Russell S. Violette

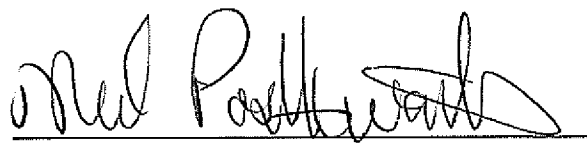
By:   
Lisa M. Violette

STATE OF Maine §  
COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Russell S. Violette, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 18<sup>th</sup> day of Jan, 2022.

[seal of Notary]



Notary Public

**Neil Postlewaite**  
Notary Public, State of Maine  
My Commission Expires July 10, 2022

**Neil Postlewaite**  
Notary Public, State of Maine  
My Commission Expires July 10, 2022

STATE OF Maine §  
COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Lisa M. Violette, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 18 day of Jan, 2022.

[seal of Notary]



Notary Public

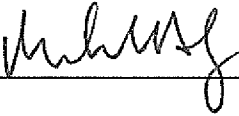
[Signature pages continue]

**Neil Postlewaite**  
**Notary Public, State of Maine**  
**My Commission Expires July 10, 2022**

**OPTIONEE:**

THREE CORNERS SOLAR, LLC,

a Delaware limited liability company

By: 

Name: Michael U. Alvarez  
Title: Chief Operating Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

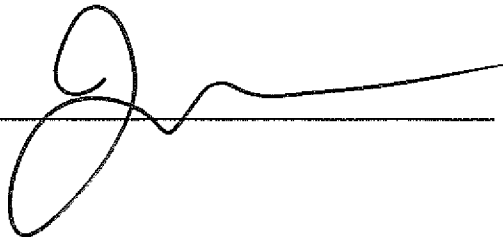
State of California

County of San Francisco

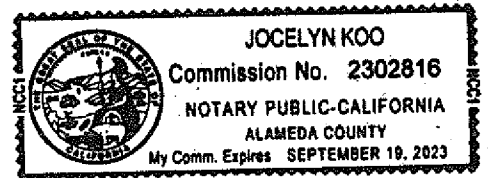
On JANUARY 14, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

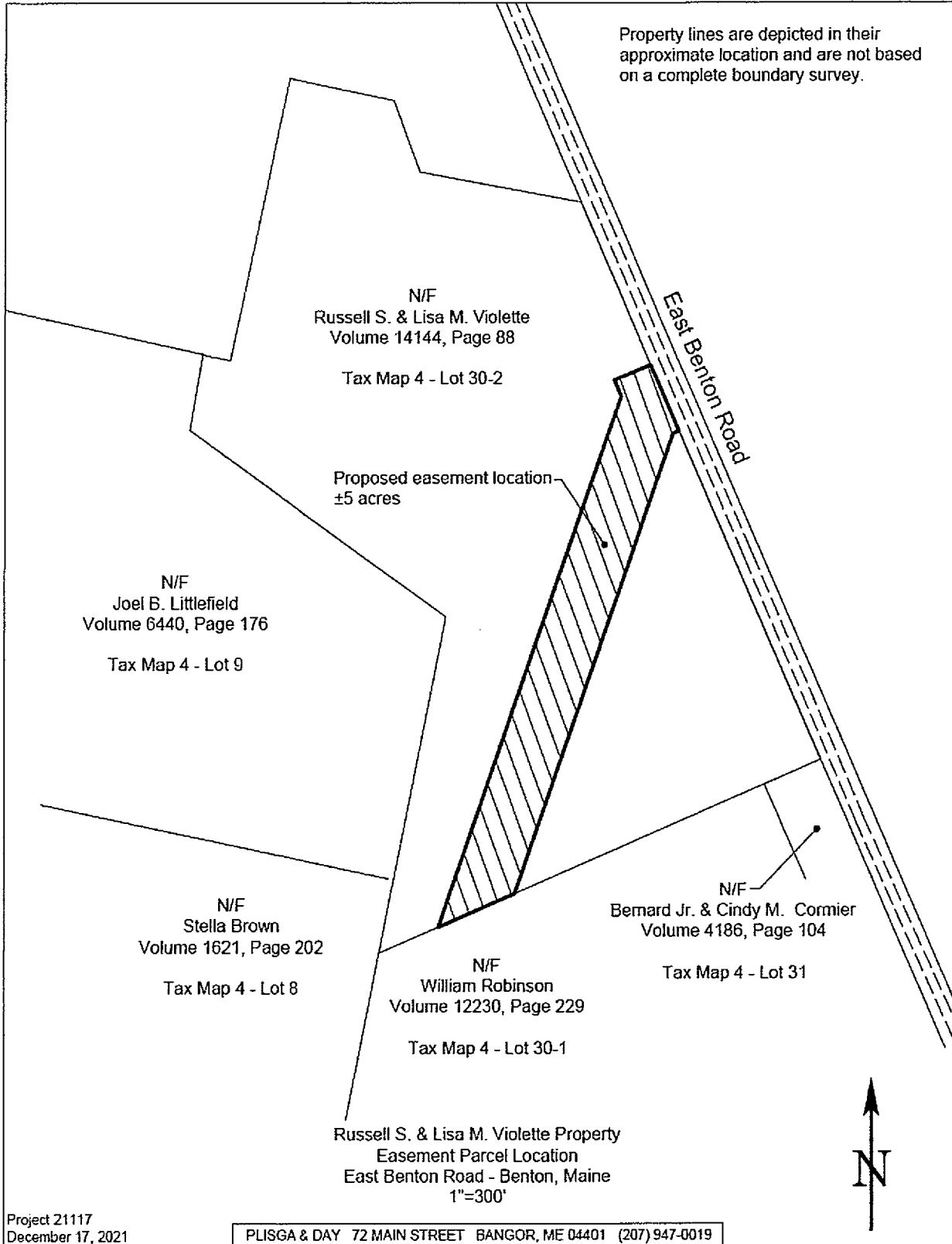
(Seal)





### Exhibit B

Property lines are depicted in their approximate location and are not based on a complete boundary survey.





MEMORANDUM OF OPTION TO PURCHASE EASEMENT

- 1. Owner: **WILLIAM ROBINSON**  
556 East Benton  
Benton, Maine 04901
- 2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110
- 3. Effective Date of Option: 10/24/, 2018
- 4. Description of Easement Area:  
An approximately 5.5+/- acre portion of Owner's land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 4 Lot 30-1 of the Tax Maps of the Town of Benton and being more particularly described in the deed to Owner dated February 17, 2016 and recorded at the Kennebec County Registry of Deeds in Book 12230, Page 229, said Easement Area being preliminarily located as shown on the attached Exhibit B.
- 5. Option Period: Three (3) years from Effective Date; provided that Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.
- 6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

WR

⑤ Bernstein Shur  
Portland

IN WITNESS WHEREOF, the undersigned has executed this Memorandum as of this 24<sup>th</sup> day of October, 2018.

WITNESS:

Michael K. Laflin

OWNER:

William Robison  
William Robison

STATE OF MAINE  
COUNTY OF KENNEBEC

Dated: October 24, 2018

Then personally appeared the above-named William Robison and acknowledged the foregoing instrument to be his free act and deed.

Michael K. Laflin

Notary Public  
Micheal K. Laflin  
My Commission Expires: \_\_\_\_\_



GRANTEE:

THREE CORNERS SOLAR, LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Memorandum as of this 24<sup>th</sup> day of October, 2018.

WITNESS:

Michael K. Laflin

OWNER:

William Robinson  
William Robinson

STATE OF MAINE  
COUNTY OF KENNEBEC

Dated: October 24, 2018

Then personally appeared the above-named William Robinson and acknowledged the foregoing instrument to be his free act and deed.

Michael K. Laflin  
Notary Public  
Micheal K. Laflin  
My Commission Expires: \_\_\_\_\_



GRANTEE:

THREE CORNERS SOLAR, LLC

By: Michael U. Alvarez  
Name: Michael U. Alvarez  
Title: Chief Operating Officer

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

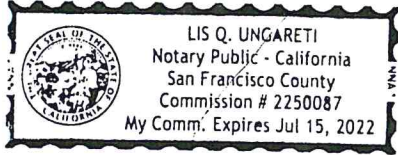
State of California }  
County of SAN FRANCISCO

On OCTOBER 24, 2018 before me, LIS Q. UNGARETI - Notary Public,  
Date Here Inset Name and Title of the Officer  
personally appeared MICHAEL U. ALVAREZ  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Lis Ungareti  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

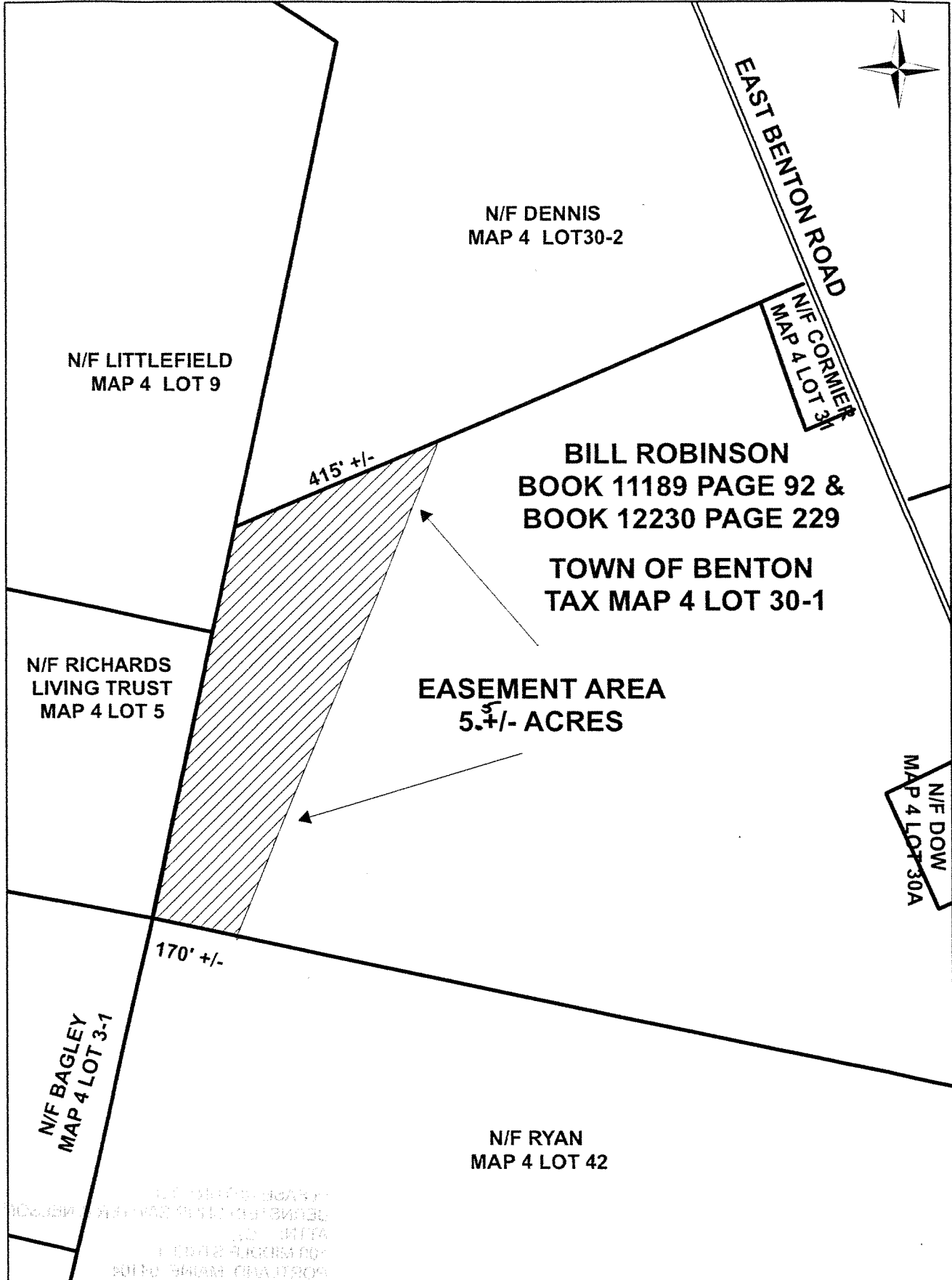
**Description of Attached Document**

Title or Type of Document: OPTION AGREEMENT TO PURCHASE EASEMENT  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

# EXHIBIT B



WR



**Three Corners Solar, LLC**  
**c/o Longroad Development Company, LLC**  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, MA 02210

VIA FEDEX

October 12, 2021

William Robinson  
556 East Benton Road  
Benton, ME 04901

RE: Option Agreement to Purchase Easement Extension

Dear Mr. Robinson:

This notice is delivered pursuant to Section A of that certain Option Agreement to Purchase Easement, dated as of October 24, 2018, by and between Three Corners Solar, LLC (“Grantee”) and William Robinson (“Owner”) (the “Contract”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings set forth in the Contract.

Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year, in exchange for the payment of Extension Consideration in the amount of [REDACTED] for such extension, such extension to be exercised by notice (accompanied by payment) given prior to the expiration of the Option Period, and to be on all the same terms and conditions provided herein. Grantee will pay the Extension Consideration on or about October 21, 2021 and therefore Grantee hereby extends the Option Period for one (1) additional period of one (1) year, with an expiration date of October 24, 2022. This letter serves as the written notice of extension of the Option Period.

Sincerely,

THREE CORNERS SOLAR, LLC

By: Michael U. Alvarez

Name: Michael U. Alvarez

Title: COO





OPR BK 14328 PGS 337 - 338 01/21/2022 11:36:35 AM  
INSTR # 2022001739 # OF PAGES 2  
ATTEST: DIANE WILSON  
ACTING REGISTER OF DEEDS KENNEBEC COUNTY, ME

**CORRECTIVE**  
**SHORT FORM WARRANTY DEED**

TIMOTHY J. RYAN and EMILY M. RYAN, being married, both of 823 East Benton Road, Benton, Maine 04901 ("Grantors"), FOR CONSIDERATION PAID, grant to THREE CORNERS SOLAR, LLC, a Delaware limited liability company with a mailing address of 133 Federal Street, Suite 1202, Boston, MA 02110 ("Grantee"), with WARRANTY COVENANTS, certain real property, together with any improvements thereon, located at Benton, Kennebec County, Maine, and more particularly described on Exhibit A attached hereto and made a part hereof.

WITNESS our hands and seals this 20 day of January, 2022.

WITNESSETH:

Neil R Postlewaite

[Signature]

Timothy J. Ryan

Neil R Postlewaite

Emily M Ryan

Emily M. Ryan

State of Maine  
County of Kennebec, ss.

January 20, 2022

PERSONALLY APPEARED the above-named Timothy J. Ryan and Emily M. Ryan and acknowledged the foregoing instrument to be their free acts and deeds.

Before me,

Neil Postlewaite

Notary Public / Maine Attorney at Law

Printed Name:

Commission Expiration/ME Bar No.:

**Neil Postlewaite**  
**Notary Public, State of Maine**  
**My Commission Expires July 10, 2022**

@ Neil Postlewaite



Exhibit A

A certain lot or parcel of land situated in Town of Benton, County of Kennebec, State of Maine bounded and described as follows:

Beginning at a point marked with a 5/8<sup>th</sup> inch iron rebar and cap #2251, said point being the southwesterly corner of land of, now or formerly, William Robinson, with reference to deed recorded in the Kennebec County Registry of Deeds in Book 12230 Page 229, said point also being the northwesterly corner of land of the herein Grantors,

Thence S 77°18'41" E along the southerly line of land of said Robinson, a distance of 170.00 feet to a point marked with a 5/8<sup>th</sup> inch iron rebar and cap #351,

Thence S 12°16'34" W along the line of land being retained by the herein Grantors, a distance of 1352.93 feet to a point marked with a 5/8<sup>th</sup> inch iron rebar and cap #351, said point being on the northerly line of land of, now or formerly, Ronald S. & Nancy D. Hayward, with reference to deed recorded in said Registry in Book 2503 Page 202,

Thence N 78°32'10" W along the northerly line of land of said Hayward, a distance of 170.00 feet to a point marked with a 5/8<sup>th</sup> inch iron rebar and cap #351, said point being the southwesterly corner of land of the herein Grantors, said point also being the southeasterly corner of land of, now or formerly, David T. & Shirley A. Bagley, with reference to deed recorded in said Registry in Book 5464 Page 209,

Thence N 12°16'34" E along the easterly line of land of said Bagley, and the easterly line of land of, now or formerly, Virginia E. Richards Living Trust, with reference to deed recorded in said Registry in Book 10307 Page 230, a distance of 1356.56 feet to the point of beginning.

Said parcel to contain 5.29 acres.

Said parcel being a portion and a portion only of the same property conveyed to the herein Grantors by deed dated October 18, 2017 and recorded in the Kennebec County Registry of Deeds in Book 12754 Page 265.

All bearings are Grid North

All 5/8" rebar set are inscribed John M. Pickett PLS 351.

No access across the retained premises of Grantors is conveyed by this deed.

This instrument corrects the directional course in the fourth paragraph of Exhibit A of the Warranty Deed dated April 1, 2019, recorded in Book 13191 Page 332 of the Kennebec County Registry of Deeds.



**MEMORANDUM OF OPTION OF SALE & PURCHASE AGREEMENT**

By this Memorandum, David T. Bagley and Shirley A. Bagley ("Owner") hereby evidences that it entered an Option of Sale & Purchase Agreement (the "Agreement") by and between Three Corners Solar LLC, a Delaware limited liability company ("Optionee") encumbering that certain real property situated in the County of Kennebec, State of Maine, as more particularly described on Exhibit A attached hereto (the "Property") and made a part hereof, on terms and conditions set forth in the Agreement dated even date herewith between Owner and Optionee.

The term of the Agreement commenced on July 25, 2018 and shall expire, unless earlier terminated, at midnight on July 25, 2021 (the "Option Term"). Optionee has the right to extend the Option Term for one (1) additional period of one (1) year.

The parties have executed and recorded this instrument for the purpose of imparting notice to all third parties of the Agreement.

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

This Memorandum and the Agreement are governed by Maine law.

This Memorandum may be executed in counterparts, all of which together shall constitute one instrument.

Notices: The addresses for notice are:

Notice to Owner:

David and Shirley Bagley  
211 Knights Road  
Albion, Maine 04910

Notice To Optionee:

Longroad Land Holdings, L.L.C.  
Boston, Ma. 02110

IN WITNESS WHEREOF, Owner and Optionee have executed this Memorandum as of the dates of the notary acknowledgements below.

4 Neil Postlewaite  
P.O.B. 21  
No. Vassalboro,  
Maine 04962

**Owner**

By: David T. Bagley  
David T. Bagley

By: Shirley A. Bagley  
Shirley A. Bagley

STATE OF MAINE

§

COUNTY OF Kennebec

§

§

This instrument was acknowledged before me on July 25, 2018, by David T. Bagley & Shirley A. Bagley known to me to be the person who signed herein executed the same for the purposes and consideration therein expresses.

Bagley

*Neil Postlewaite*

Notary Public

**Neil Postlewaite  
Notary Public, State of Maine  
My Commission Expires July 10, 2022**

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**All that Real Property situated in Benton, Kennebec County, State of Maine, described in the following deed to Owner:**

**All of the property as described in a deed from Eileen J. Pottle to David T. Bagley and Shirley A. Bagley, recorded in the Kennebec County Registry of Deeds Book 5464, Page 209 ,dated August 28, 1997.**

**Approximately 45 acres**

# SCHEDULE



N/F Mark F & Jeanne LeBeauf  
Book 6870 Page 183  
Benton map 4 Lot 3

N/F Randall Richards III  
Book page 120 3053  
Benton Tax Map 4 Lot 4

Richards Road

N/F Gerow & Blye  
Book 12127 Page 112

N/F Wendell G. & Leah A. Germon  
Book 11844 Page 293 & 11844/291 & 3140/227

N/F Joel P. Littlefield  
Book 5841 Page 220  
Map 4 Lot 6

Stream

Virginia E. Richards Living Trust  
Book 10307 Page 230  
Map 4 Lot 5

Property of  
David T. Bagley &  
Shirley A. Bagley  
Kennebec County Registry of Deeds  
Book 5464 Page 209  
Benton Tax map 4 Lot 4-3-1

camp

*Handwritten initials: DTB*



**Three Corners Solar, LLC**  
**c/o Longroad Development Company, LLC**  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, MA 02210

VIA HAND DELIVERY

September 21, 2021

David T. Bagley and Shirley A. Bagley  
211 Knights Road  
Albion, ME 04901

RE: Option Agreement to Purchase Easement Extension

Dear David and Shirley Bagley:

This notice is delivered pursuant to Section 1(e) of that certain Option Agreement for Sale & Purchase of Real Property, dated as of July 25, 2018, by and between Three Corners Solar, LLC (“Optionee”) and David T. Bagley and Shirley A. Bagley (“Owner”) (the “Contract”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings set forth in the Contract.

Optionee shall have the right to extend the Option Term for one (1) additional period of one (1) year, in exchange for the payment of extension consideration in the amount of [REDACTED] for such extension, such extension to be exercised by notice (accompanied by payment) given prior to the expiration of the Option Term, and to be on all the same terms and conditions provided herein. Optionee hereby extends the Option Term for one (1) additional period of one (1) year, effective July 25, 2021, with an expiration date of July 25, 2022. This letter serves as the written notice of extension of the Option Term.

Sincerely,

THREE CORNERS SOLAR, LLC

By: Michael U. Alvarez

Name: Michael U. Alvarez

Title: COO

**MEMORANDUM OF PURCHASE AND SALE AGREEMENT**

1. **Seller:** **Randall W. Richards III**  
25 Coachlight Drive  
Chatham, N.J. 07928
  
2. **Purchaser:** **Three Corners Solar, LLC**  
its successors or assigns  
c/o Longroad Development Company  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, Massachusetts 02210
  
3. **Effective Date of Purchase and Sale Agreement:** December 4, 2020
  
4. **Property Subject to Purchase and Sale Agreement:** An approximately 1 acre parcel of land located in the Town of Benton, County of Kennebec County, State of Maine generally depicted on Exhibit A attached hereto and described in a deed to Seller recorded in Book 3053, Page 120 in the Kennebec County Registry of Deeds (a copy of which is attached as Exhibit B) (the "Premises"). The Premises is designated as Lot 4 on the Town of Benton Tax Map 4
  
5. **Closing Date:** First business day after first anniversary of Effective Date of Purchase and Sale Agreement.
  
6. **Counterparts:** This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Purchase and Sale Agreement as of this 4 day of December, 2020.

**SELLER:**

[Signature]  
Witness

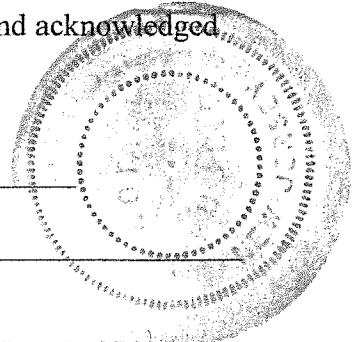
Randall W. Richards III  
Randall W. Richards III

STATE OF ~~MAINE~~ NEW JERSEY  
COUNTY OF Union

Dated: December 4<sup>th</sup>, 2020

Then personally appeared the above-named Randall W. Richards III and acknowledged the foregoing instrument to be his free act and deed.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



**SHERYL A. STOLL**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 04/04/2022**



WITNESS:

Vanessa Kwong  
Vanessa Kwong

PURCHASER:

THREE CORNERS SOLAR, LLC

By: Michael U. Alvarez  
Name: Michael U. Alvarez  
Title: Chief Operating Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

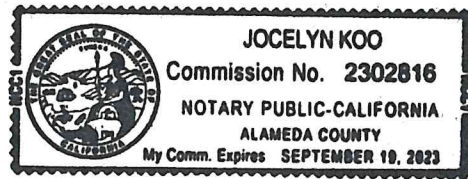
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On 12/10/2020 before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (seal)



**RECORDING REQUESTED BY  
 AND WHEN RECORDED RETURN TO:**

Three Corners Solar, LLC  
 c/o Longroad Development Company, LLC  
 Attn: Vanessa Kwong  
 735 Montgomery Street, Suite 480  
 San Francisco, CA 94111

**AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT**

This AMENDMENT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT (this "Memorandum") is entered into as of the 12 day of OCTOBER, 2021 by and between Randall W. Richards ("Seller") and Three Corners Solar, LLC, a Delaware limited liability company ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Seller and Purchaser previously entered into a Purchase and Sale Agreement dated December 4, 2020 (as amended by the Amendment (defined below), the "Agreement"), a Memorandum of which was recorded on February 8, 2021 in the Kennebec County Register of Deeds, Maine, in Book 13889, Page 125, for the purchase of approximately one (1) acre parcel of land located in the Town of Benton, County of Kennebec, State of Maine, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

B. The Parties have amended the Agreement pursuant to an Amendment to Purchase and Sale Agreement, dated as of OCTOBER 12, 2021 (the "Amendment") to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Amendments.** The Amendment extends the Closing date to the first business day after the second anniversary of the Effective Date of the Purchase and Sale Agreement.
2. **Miscellaneous.**

(5)  
 Amtrust Title

Reed TB

i. Interpretation. Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

ii. Counterparts. This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[Signature pages follow]*

*Per [Signature]*

IN WITNESS WHEREOF, Seller and Purchaser have executed this Memorandum to be effective as of the date first set forth above.

**SELLER:**

Randall W. Richards III

By: Randall W. Richards III

STATE OF ~~MAINE~~ <sup>New Jersey</sup> §  
COUNTY OF Cape May §

I, the undersigned Notary Public, hereby certify that Randall Richards, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 16<sup>th</sup> day of October, 2021.

[seal of Notary]

Nancy E. Dowling  
Notary Public

My Commission Expires:

NANCY E DOWLING  
Notary Public - State of New Jersey  
My Commission Expires Apr 29, 2024

Rel



**PURCHASER:**

THREE CORNERS SOLAR, LLC,  
a Delaware limited liability company

By: Michael U. Alvarez

Name: Michael U. Alvarez  
Title: Chief Operating Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On October 12, 2021, before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

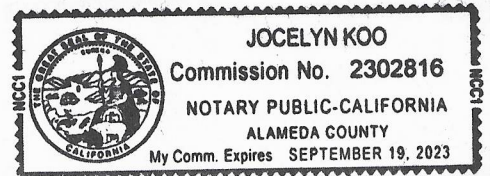
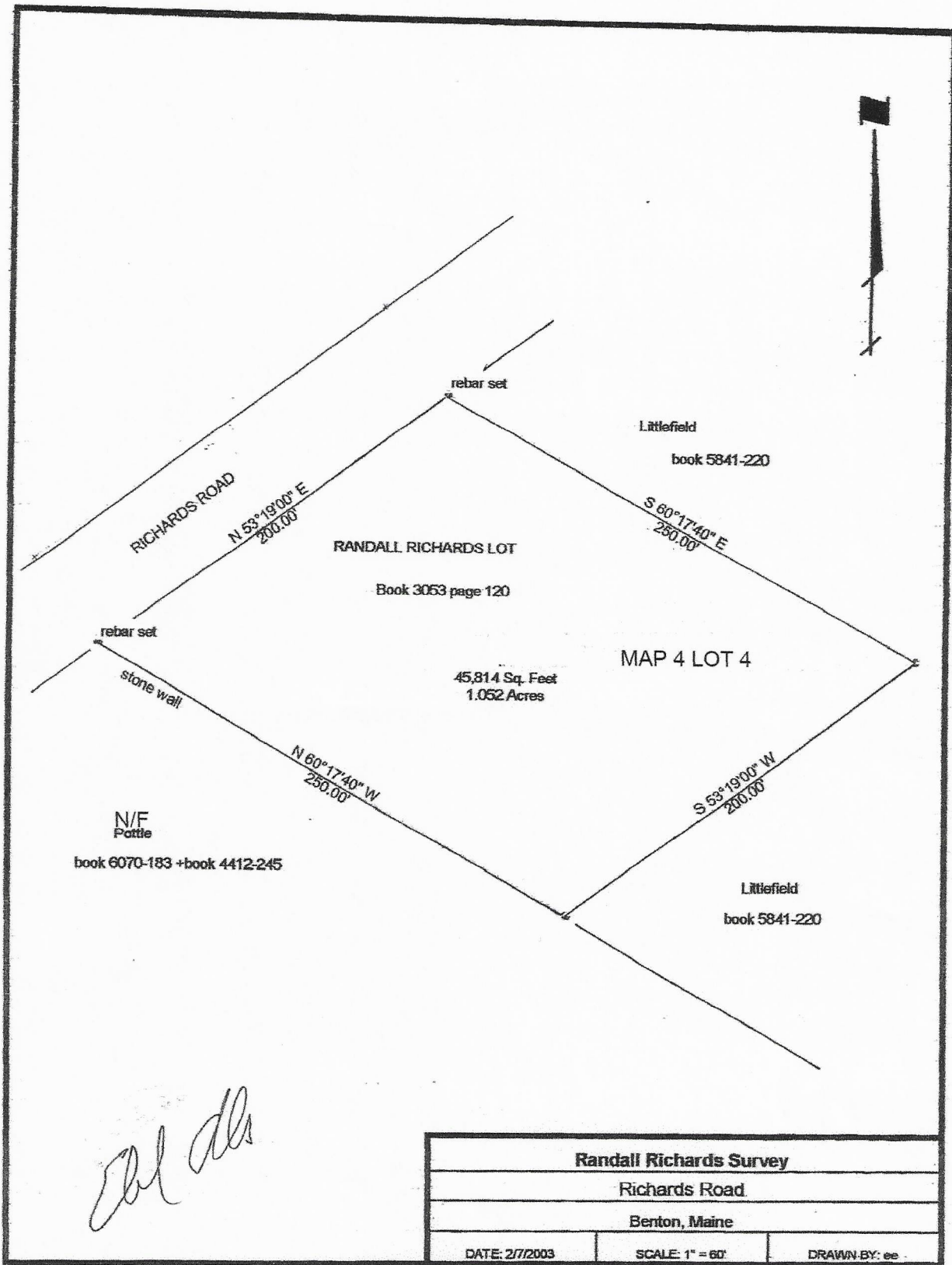


EXHIBIT A



MEMORANDUM OF OPTION TO PURCHASE EASEMENT



- 1. Owner: **JOEL B. LITTLEFIELD AND JENNIFER L. KING**  
128 Richards Road  
Benton, Maine 04901
- 2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110
- 3. Effective Date of Option: *December 23, 2020*
- 4. Description of Easement Area:  
An approximately 34,960 square foot portion of Owner's land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 3 Lot 82 of the Tax Maps of the Town of Benton and being more particularly described in the deed to Owner dated November 3, 2006 and recorded at the Kennebec County Registry of Deeds in Book 9138, Page 36, said Easement Area being shown on the attached Exhibit.
- 5. Option Period: Two (2) years from Effective Date; provided that Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.
- 6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

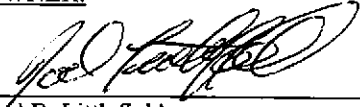
*JK JT*

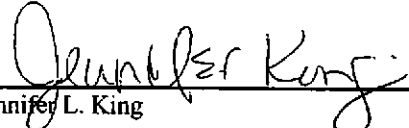
IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this 23rd day of December, 2020.

WITNESS:

OWNER:

  
Joel B. Littlefield

  
Jennifer L. King

GRANTEE:

THREE CORNERS SOLAR, LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2020



Then personally appeared the above-named Joel B. Littlefield and acknowledged the foregoing instrument to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

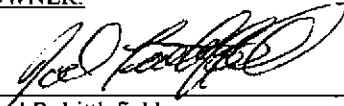
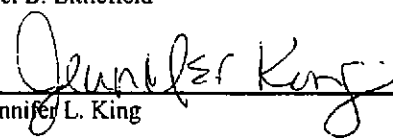


IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this  
23rd day of December, 2020.

WITNESS:

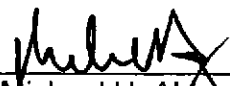
  


OWNER:

  
Joel B. Littlefield  
  
Jennifer L. King

GRANTEE:

THREE CORNERS SOLAR, LLC

By:   
Name: Michael U. Alvarez  
Title: Chief Operating Officer

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

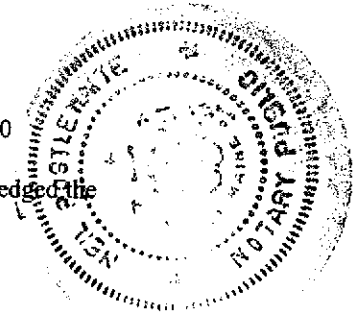
Dated: \_\_\_\_\_, 2020

Then personally appeared the above-named Joel B. Littlefield and acknowledged the foregoing instrument to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF Kennebec

Dated: December 23, 2020



Then personally appeared the above-named Jennifer L. King and acknowledged the foregoing instrument to be her free act and deed.

Neil Postlewaite  
Notary Public

My Commission Expires: \_\_\_\_\_  
**Neil Postlewaite**  
**Notary Public, State of Maine**  
**My Commission Expires July 10, 2022**

~~STATE OF MAINE  
COUNTY OF \_\_\_\_\_~~

~~Dated: \_\_\_\_\_, 2018~~

~~Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.~~

~~see attached~~

~~\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_~~

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

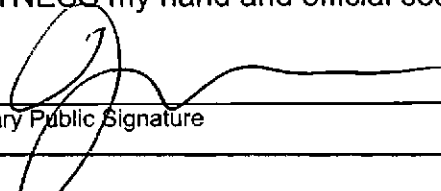
County of SAN FRANCISCO }

On JANUARY 8, 2021 before me, JOCELYN KOO, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared MICHAEL U ALVAREZ,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that  
~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by  
~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

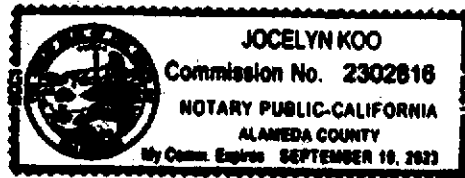
I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### Exhibit B Easement Area to be conveyed to Three Corners Solar, LLC



N/F  
Walter Taylor  
Book 7132, Page 282  
5-21-2002  
Tax Map 3, Lot 83-F

N/F  
Virginia I. Richards  
Book 13418, Page 342  
11/1/2019  
Book 13418, Page 322  
(Parcel 8)  
10/1/2019  
Source Deeds  
Book 10307, Page 226  
11/18/2009  
Book 7882, Page 333  
3/22/2004  
Tax Map 3, TO Lot 81

Easement to be conveyed to  
Three Corners Solar, LLC  
Total Area = 34,980 Square Feet

Existing Mobile Home

Richards Road

8,887 Square Foot  
50' Vegetative Buffer

3,237 Square Foot  
Vegetative Buffer

N/F  
Joel Littlefield &  
Jennifer King  
11-3-2006  
Book 9136, Page 36  
Tax Map 3, Lot 82

JL OK



OPR BK 13097 PGS 32 - 36 11/30/2018 12:55:07 PM  
INSTR # 2018027984 # OF PAGES 5  
ATTEST: BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS KENNEBEC COUNTY, ME

MEMORANDUM OF OPTION

- 1. Owner: **Merton D. Richards, Sr. and Virginia E Richards,  
Trustees of the Merton D. Richards, Sr. Living Trust  
dated August 23, 2005**  
214 Gogan Road  
Benton, Maine 04901
  
- 2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110
  
- 3. Effective Date of Option: November 16, 2018
  
- 4. Description of Generator Lead Area and Temporary Access Easement Area:  
  
The Generator Lead Area and Temporary Access Easement Area preliminarily located as shown on the attached Exhibit, being a portion of Owner's land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 3 Lot 81 of the Tax Maps of the Town of Benton and more particularly described in the deed to Owner dated November 18, 2009 and recorded at the Kennebec County Registry of Deeds in Book 10307, Page 226.
  
- 5. Option Period: One (1) year from Effective Date.
  
- 6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

⑤ BSSN

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this 16<sup>th</sup> day of November, 2018.

WITNESS:

[Signature]  
[Signature]

OWNER:

Merton D. Richards Sr.  
Merton D. Richards, Sr., Trustee  
Merton D. Richards, Sr. Living Trust dated  
August 23, 2005

Virginia E. Richards  
Virginia E. Richards, Trustee  
Merton D. Richards, Sr. Living Trust dated  
August 23, 2005

STATE OF MAINE  
COUNTY OF Kennebec

Dated: November 16, 2018

Then personally appeared the above-named Merton D. Richards, Sr., Trustee, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

**JOHN E. NALE**  
Notary Public, Maine  
My Commission Expires November 13, 2024

STATE OF MAINE  
COUNTY OF Kennebec

Dated: November 16, 2018

Then personally appeared the above-named Virginia E. Richards, Trustee, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

**JOHN E. NALE**  
Notary Public, Maine  
My Commission Expires November 13, 2024

WITNESS:

GRANTEE:

THREE CORNERS SOLAR, LLC

Sean M. Flynn

By: Paul Gayer  
Name: PAUL GAYER  
Title: PRES/OIR

STATE OF Massachusetts  
COUNTY OF Suffolk

Dated: 11/20/2018, 2018

Then personally appeared the above-named Paul Gayer, as CEO of Three Corners Solar, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.



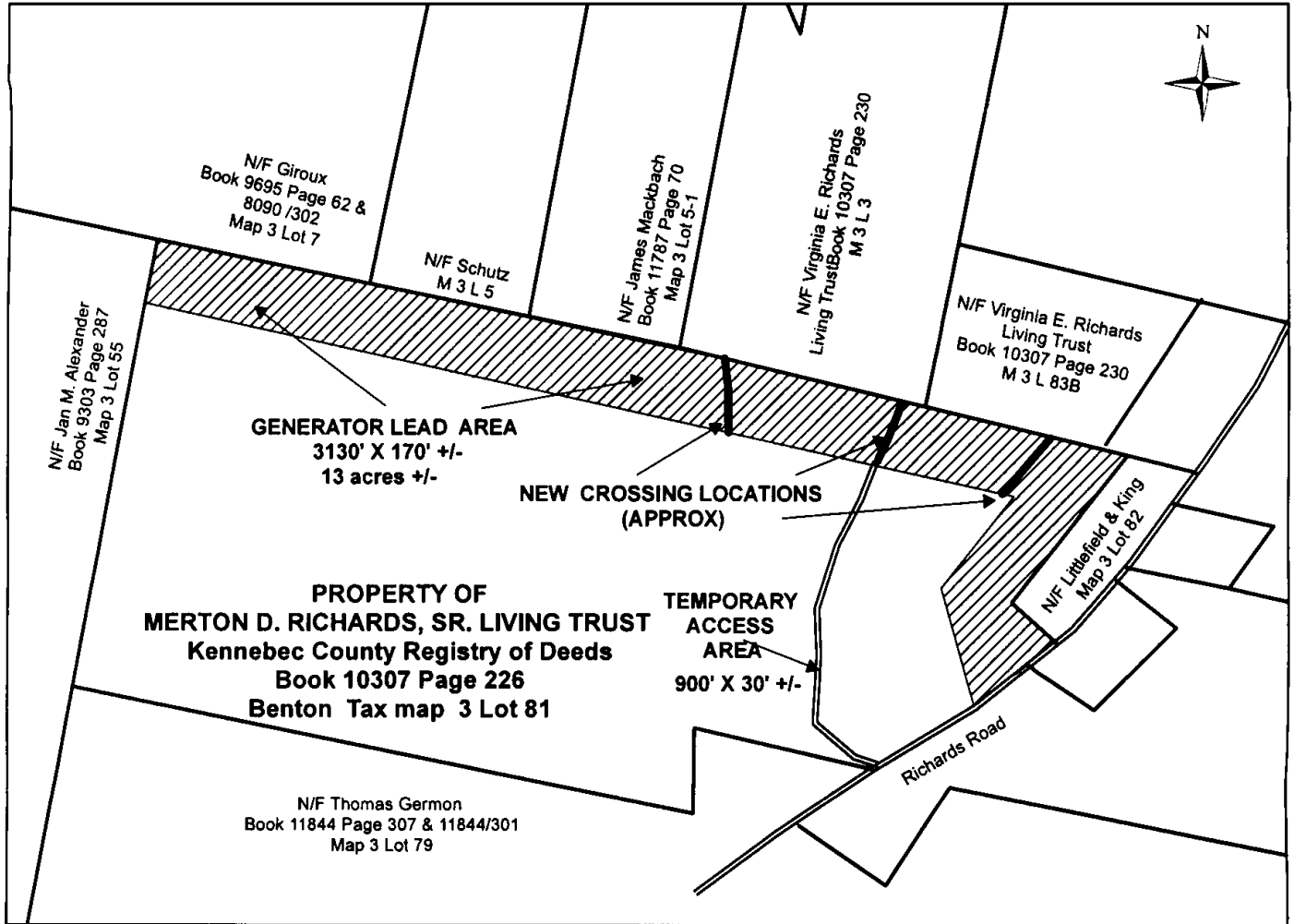
**SEAN M. FLYNN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 4, 2024

Sean M. Flynn  
Notary Public  
My Commission Expires: 10/4/2024

Exhibit A to Memorandum of Option  
Preliminary Depiction of Generator Lead Area and Temporary Access Area  
(See attached.)



### EXHIBIT A



**AMENDED AND RESTATED MEMORANDUM OF OPTION**

**This Amended and Restated Memorandum of Option corrects the name of the Owner of the Property subject to the Option evidenced of record by a Memorandum of Option recorded in Book 13097, Page 32 of the Kennebec County Registry of Deeds, and also more particularly describes the Property subject to such Option.**

1. Owner: **Virginia E. Richards, individually, and Virginia E Richards, Trustee of the Virginia E. Richards Living Trust dated August 23, 2005**  
214 Gogan Road  
Benton, Maine 04901
2. Grantee: **THREE CORNERS SOLAR, LLC**  
its successors or assigns  
c/o Longroad Development Company  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, Massachusetts 02210
3. Effective Date of Option: November 16, 2018
4. Property Subject to Option: The Generator Lead Area and Temporary Access Easement Area preliminarily located as shown on the attached Exhibit A, being a portion of Owner's land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 3 Lot 81 of the Tax Maps of the Town of Benton and more particularly described in the following deeds: : deed dated November 18, 2009 to the Trustees of the Virginia E. Richards Living Trust, recorded in the Kennebec County Registry of Deeds in Book 10307, Page 230 (Parcel #7 therein); and deed dated October 1, 2019 to Virginia E. Richards recorded in said Registry of Deeds in Book 13418, Page 322 (Parcel 8 therein), as affected by deed dated November 1, 2019 recorded in Book 13418, Page 342
5. Option Period: Three (3) years from the Effective Date of the Option.

6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Memorandum of Option as of this 5<sup>th</sup> day of January, 2020.

OWNER:

Virginia E. Richards

Virginia E. Richards, individually and as Trustee of the Virginia E. Richards Living Trust

Merton D. Richards, Jr.

Merton D. Richards, Jr., individually and as Trustee of the Virginia E. Richards Living Trust

Brian Richards

Brian Richards, as Trustee of the Virginia E. Richards Living Trust

Witness

Neil Postlewaite

Witness

Neil Postlewaite

Witness

STATE OF MAINE

COUNTY OF Kennebec

Dated: January 5, 2020

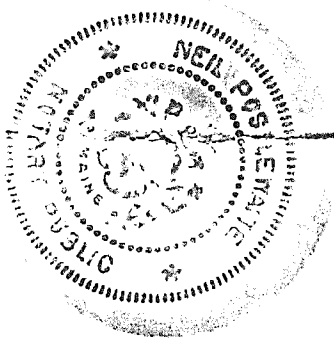
MERTON D. RICHARDS, JR. AND BRIAN RICHARDS

Then personally appeared the above-named ~~Virginia E. Richards, individually and as Trustee,~~ as aforesaid, and acknowledged the foregoing instrument to be ~~her~~ their free act and deed ~~individually and in her~~ individually and in their said capacity.

Neil Postlewaite

Notary Public

My Commission Expires: July 10, 2022



**Neil Postlewaite**  
Notary Public, State of Maine  
My Commission Expires July 10, 2022

WITNESS:

GRANTEE:

THREE CORNERS SOLAR, LLC

*[Signature]*

By: *[Signature]*  
Name: MICHAEL JALWARAZ  
Title: CHIEF OPERATING OFFICER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

SEE ATTACHED

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

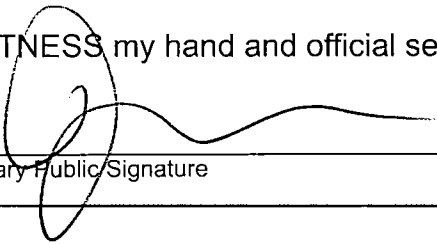
County of SAN FRANCISCO }

On JANUARY 8, 2021 before me, JOCELYN KOO, NOTARY PUBLIC,  
(Here insert name and title of the officer)

personally appeared MICHAEL U ALVAREZ,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

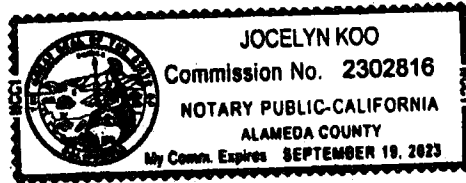
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

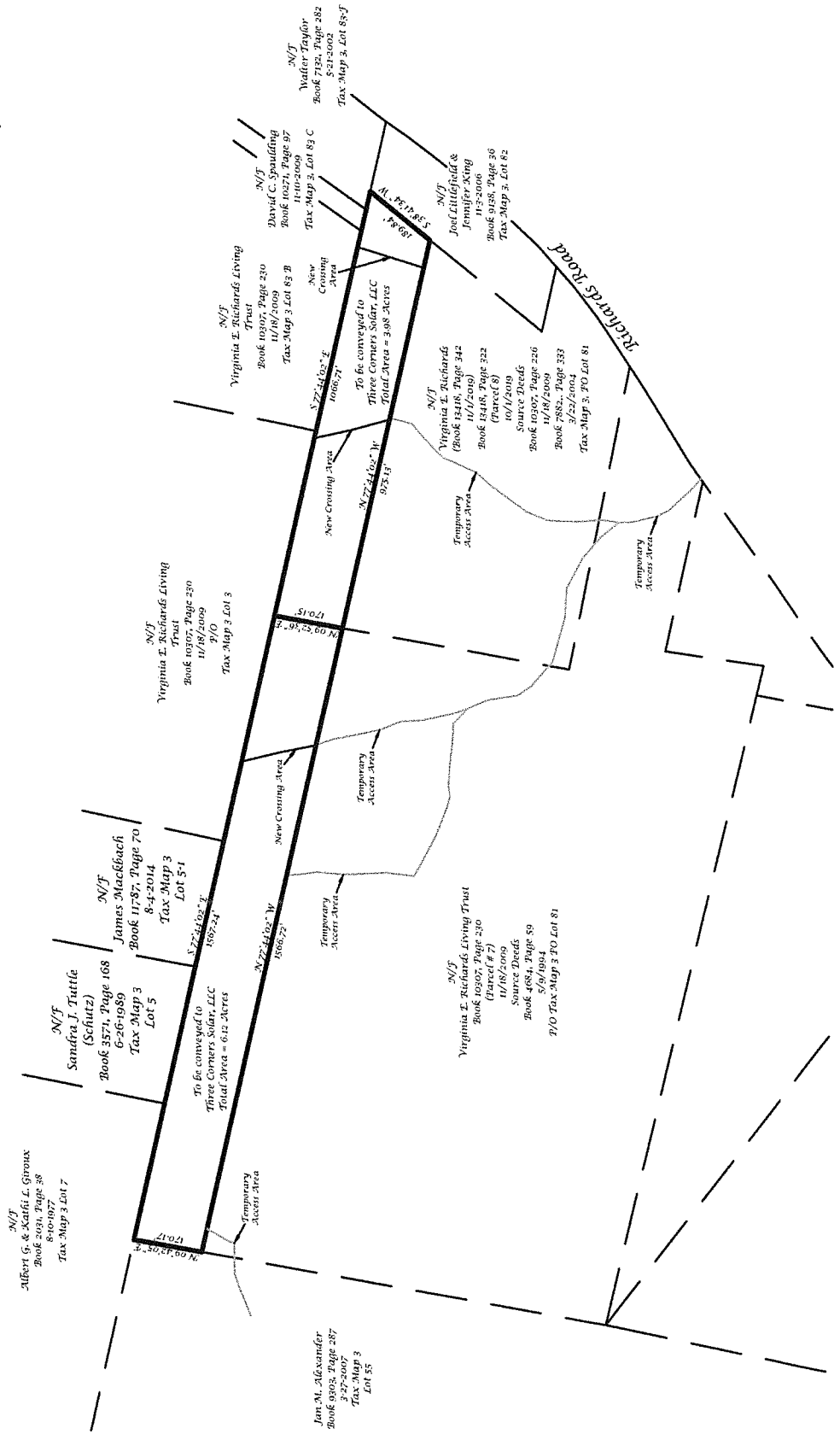
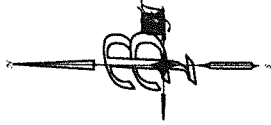
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# Exhibit A Area to be conveyed to Three Corners Solar, LLC



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Three Corners Solar, LLC  
c/o Longroad Development Company, LLC  
Attn: Vanessa Kwong  
735 Montgomery Street, Suite 480  
San Francisco, CA 94111

---

**AMENDMENT TO AMENDED AND RESTATED MEMORANDUM OF OPTION  
AGREEMENT**

This AMENDMENT TO AMENDED AND RESTATED MEMORANDUM OF OPTION AGREEMENT (this “Memorandum”) is entered into as of the 15<sup>th</sup> day of November, 2021 by and between Virginia E. Richards, individually, and Virginia E. Richards, Merton D. Richards, Jr. And Brian Richards, as Trustees of the Virginia E. Richards Living Trust (collectively, “Owner”) and Three Corners Solar, LLC, a Delaware limited liability company (“Grantee”). Owner and Grantee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Owner and Grantee previously entered into an Amended and Restated Option Agreement, with an effective date as of November 15, 2020, a Memorandum of which was recorded on February 8, 2021 in the Kennebec County Register of Deeds, Maine in Book 13888, Page 189 (the “Agreement”) granting Grantee the exclusive, irrevocable right and option to purchase (i) fee title to the areas generally depicted in Exhibit A attached hereto, and (ii) a temporary construction access easement (the “Temporary Access Easement”) in the general locations depicted on Exhibit A, each designated thereon as “Temporary Access Area” (collectively, the “Temporary Access Areas”).

B. The Parties have amended the Agreement pursuant to an Amendment to Restated Option Agreement, dated as of November 15, 2021 (the “Amendment”) to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:



1. **Amendments.** The Amendment extends the term of the option for an additional one (1) year and the term shall expire, unless earlier terminated, on November 16, 2022.

2. **Miscellaneous.**

i. **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

ii. **Counterparts.** This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[Signature pages follow]*

IN WITNESS WHEREOF, Owner and Grantee have executed this Memorandum to be effective as of the date first set forth above.

**OWNER:**

By: Virginia Richards by Brian Richards power of Attorney  
Virginia E. Richards, individually  
and as Trustee of the Virginia E. Richards Living Trust

By: M  
Merton D. Richards, Jr., Trustee of the Virginia E. Richards Living Trust

By: Brian Richards  
Brian Richards, Trustee of the Virginia E. Richards Living Trust

STATE OF Maine §

COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Virginia E. Richards, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 15th day of November, 2021.

[seal of Notary]

Neil Postlewaite

Notary Public

My Commission Expires Neil Postlewaite

STATE OF Maine §

Notary Public, State of Maine  
My Commission Expires July 10, 2022

COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Merton D. Richards, Jr., whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 15th day of November, 2021.

[seal of Notary]

Neil Postlewaite

Notary Public

My Commission Expires: \_\_\_\_\_

**Neil Postlewaite  
Notary Public, State of Maine  
My Commission Expires July 10, 2022**

STATE OF Maine §

COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Brian Richards, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 15th day of November, 2021.

[seal of Notary]

Neil Postlewaite

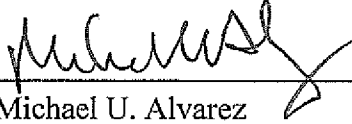
Notary Public

My Commission Expires: Neil Postlewaite

**Notary Public, State of Maine  
My Commission Expires July 10, 2022**

**GRANTEE:**

THREE CORNERS SOLAR, LLC,  
a Delaware limited liability company

By:   
Name: Michael U. Alvarez  
Title: Chief Operating Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

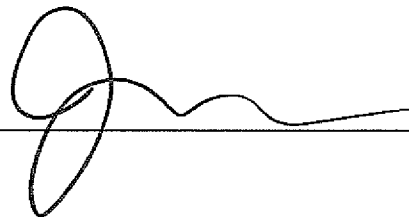
State of California

County of San Francisco

On NOVEMBER 19, 2021, before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

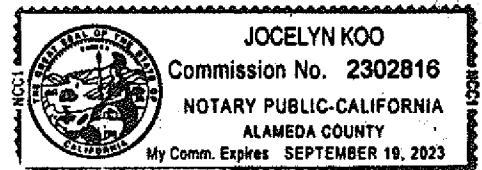
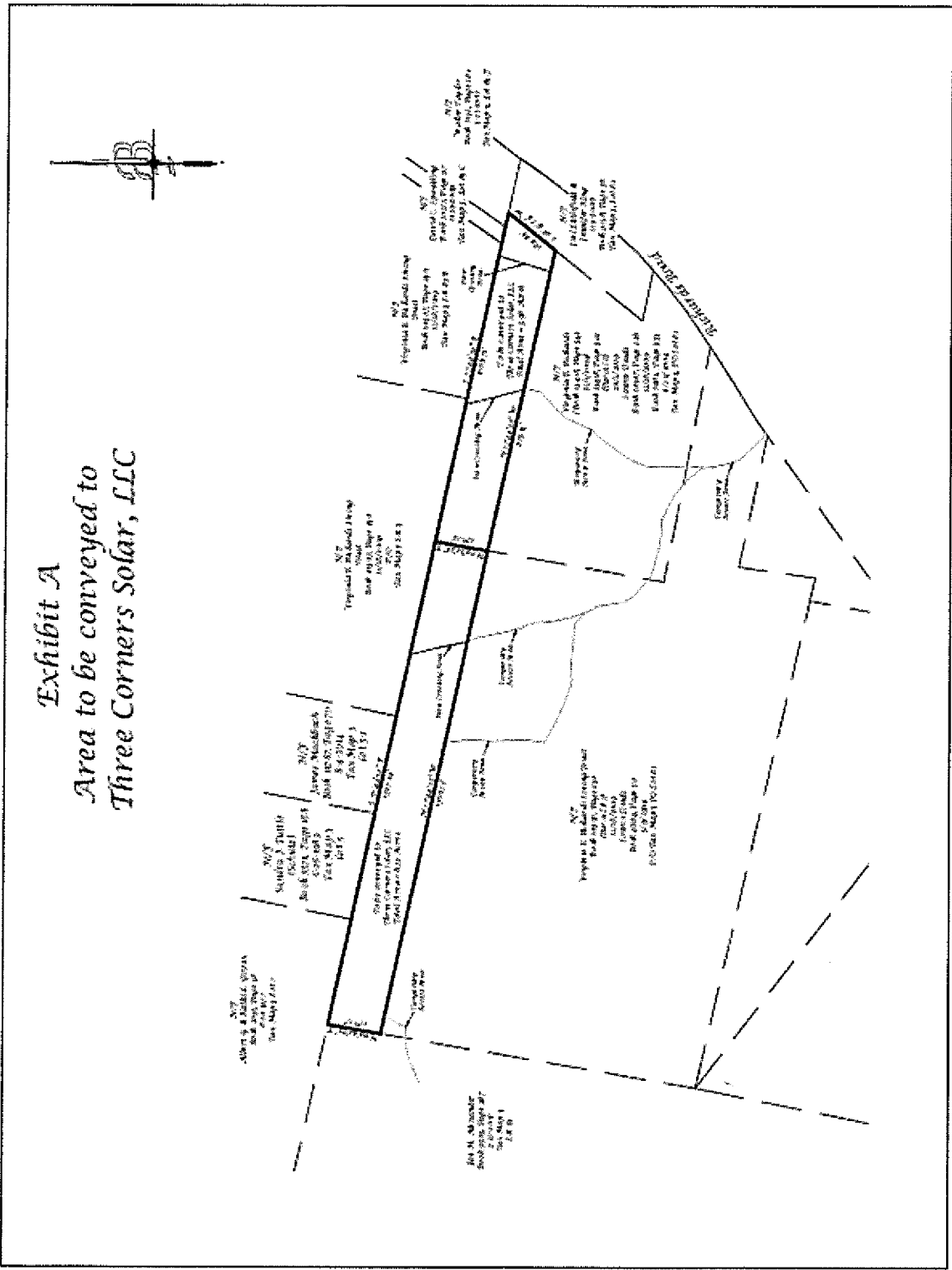


EXHIBIT A

Exhibit A  
Area to be conveyed to  
Three Corners Solar, LLC





MEMORANDUM OF OPTION TO PURCHASE EASEMENT

- 1. Owner: **JAN M. ALEXANDER (fka JAN M. WRIGHT)**  
 680 Albion Road  
 Benton, Maine 04901
  
- 2. Grantee: **THREE CORNERS SOLAR, LLC**  
 its successors or assigns  
 c/o Longroad Development Company  
 133 Federal Street, Suite 1202  
 Boston, MA 02110
  
- 3. Effective Date of Option: 10/15, 2018
  
- 4. Description of Easement Areas:  
 Those Easement Areas preliminarily located as shown on the attached Exhibit B, being a portion of Owner's land located in the Town of Benton, Kennebec County, Maine, \*shown as Tax Map 3 Lot 55 of the Tax Maps of the Town of Benton and more particularly described in the deed to Owner dated March 27, 2007 and recorded at the Kennebec County Registry of Deeds in Book 9303, Page 287.
  
- 5. Option Period: Three (3) years from Effective Date; provided Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.
  
- 6. Counterparts: This Memorandum may be signed in multiple counterparts on separate signature pages, which when assembled shall comprise a single instrument.

[Intentional end of page. Signatures follow on next page(s).]

*J.M.A.*

⑤ Bernstein Shur  
 Portland

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this 4 day of October, 2018.

WITNESS:

Michael K Laflin  
Michael K Laflin

OWNER:

Jan M. Alexander  
Jan M. Alexander (fka Jan M. Wright)

STATE OF MAINE  
COUNTY OF Kennebec

Dated: Oct. 4, 2018

Then personally appeared the above-named Jan M. Alexander (fka Jan M. Wright), as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Michael K Laflin  
Notary Public: Michael K. Laflin

My Commission Expires: \_\_\_\_\_



WITNESS:

GRANTEE:

THREE CORNERS SOLAR, LLC

\_\_\_\_\_

By: Michael U. Alvarez  
Name: Michael U. Alvarez  
Title: Chief Operating Officer

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of Three Corners Solar, LLC \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*J. ma*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

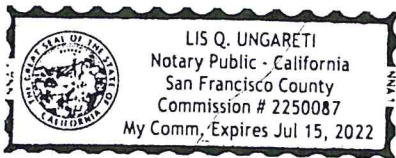
State of California }  
County of San Francisco }

On January 18, 2019 before me, Lis Q. Ungareti - Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael U. Alvarez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Lis Ungareti  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Memo of Option to Purchase Easement

Document Date: 10/15/18 Number of Pages: 4

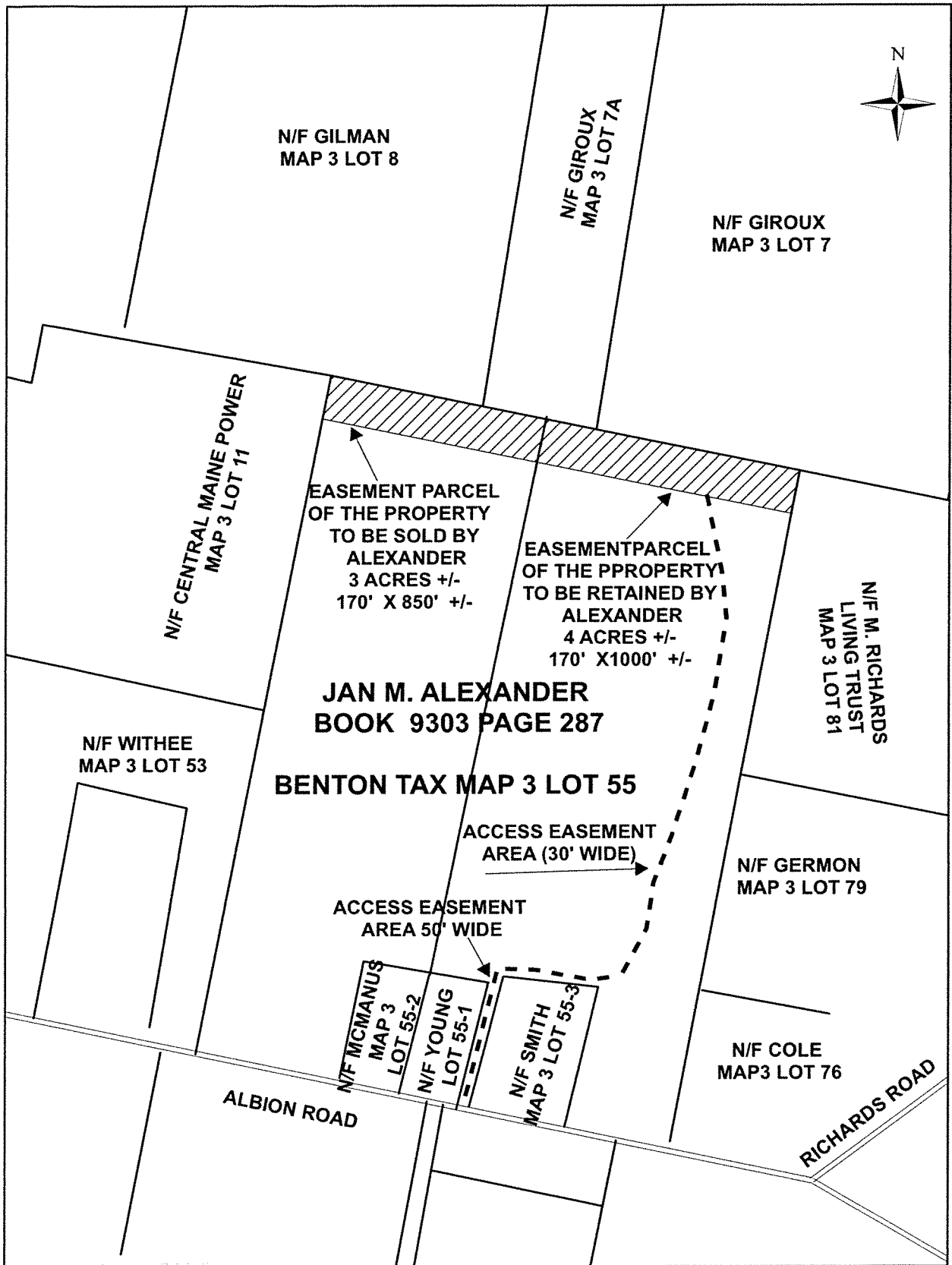
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

# EXHIBIT B



FORWARD PART OF THE  
100 MIDDLE STREET  
TERRACE BUILDING  
MIDDLEBURY, VERMONT  
05753-1000

*J.M.A.*



**Three Corners Solar, LLC**  
**c/o Longroad Development Company, LLC**  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, MA 02210

VIA HAND DELIVERY

September 21, 2021

Jan M. Alexander  
680 Albion Road  
Benton, ME 04901

RE: Option Agreement to Purchase Easement Extension

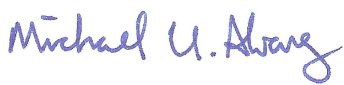
Dear Jan Alexander:

This notice is delivered pursuant to Section A of that certain Option Agreement to Purchase Easement, dated as of October 15, 2018, by and between Three Corners Solar, LLC (“Grantee”) and Jan M. Alexander (“Owner”) (the “Contract”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings set forth in the Contract.

Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year, in exchange for the payment of Extension Consideration in the amount of Eighteen Hundred and Sixty dollars (\$1860) for such extension, such extension to be exercised by notice (accompanied by payment) given prior to the expiration of the Option Period, and to be on all the same terms and conditions provided herein. Grantee hereby extends the Option Period for one (1) additional period of one (1) year, with an expiration date of October 15, 2022. This letter serves as the written notice of extension of the Option Period.

Sincerely,

THREE CORNERS SOLAR, LLC

By:   
Name: Michael U. Alvarez  
Title: COO

After recording return to:  
Three Corners Solar, LLC  
Attn: Vanessa Kwong  
735 Montgomery Street, Suite 480  
San Francisco, CA 94111

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## AMENDMENT TO MEMORANDUM OF OPTION TO PURCHASE EASEMENT

This AMENDMENT TO MEMORANDUM OF OPTION TO PURCHASE EASEMENT (this "Memorandum") is entered into as of the 30 day of January, 2022 by and between Dustin Wright (as assignee of Jan M. Alexander (fka Jan M. Wright) ("Previous Owner")) ("Owner") and Three Corners Solar, LLC, a Delaware limited liability company, a Delaware limited liability company ("Optionee"). Owner and Optionee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

A. Owner and Optionee previously entered into an Option Agreement to Purchase Easement dated October 15, 2018, a Memorandum of which was recorded on January 30, 2019 at the Kennebec County Registry of Deeds in Book 13139, Page 157 (the "Agreement") providing Optionee with an exclusive option to purchase an easement on certain real property situated in the County of Kennebec, State of Maine, more particularly described on the attached Exhibit B attached hereto and made a part hereof (the "Premises"), on the terms and conditions set forth in the Agreement.

B. Previous Owner transferred certain parcel of land in the Town of Benton, County of Kennebec, including the property covered by the Agreement to Owner, pursuant to that certain Warranty Deed dated January 12, 2021, which was recorded on February 1, 2021 in the Kennebec County Registry of Deeds in Book 13878, Page 333 (the "Warranty Deed").

C. The Parties have amended the Agreement pursuant to an Amendment to Option Agreement to Purchase Easement dated as of January 30, 2022 (the "Amendment") to amend certain terms of the Agreement as further described below, among other terms. The Parties desire to execute this Memorandum to put the public on notice of certain terms of the Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and the Amendment, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendments.

The Amendment amends the Easement Parcel Location in Exhibit B.



2. **Miscellaneous.**

i. **Interpretation.** Nothing contained in this Memorandum or the Amendment shall be construed as modifying the Agreement except as specifically provided pursuant to the Amendment. Capitalized terms used but not otherwise defined in the Amendment shall have the same meanings assigned to them in the Agreement. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

ii. **Counterparts.** This Memorandum may be executed in multiple counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[Signature pages follow]*

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

OWNER:

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

Dustin Wright

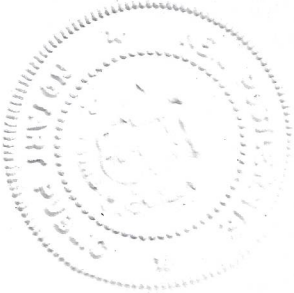
STATE OF \_\_\_\_\_ §

COUNTY OF Kennebec §

I, the undersigned Notary Public, hereby certify that Dustin Wright, whose name is signed to the foregoing conveyance, and who is known to me or proved to me on the basis of satisfactory evidence, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the same date the same bears date.

Given under my hand this 30 day of January, 2022.

[seal of Notary]



Neil Postlewaite

Notary Public

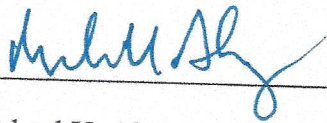
[Signature pages continue]

**Neil Postlewaite**  
**Notary Public, State of Maine**  
**My Commission Expires July 10, 2022**



**OPTIONEE:**

THREE CORNERS SOLAR, LLC,  
a Delaware limited liability company

By: 

Name: Michael U. Alvarez  
Title: Chief Operating Officer

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

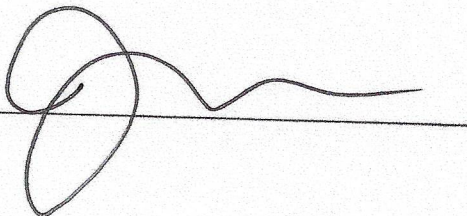
State of California

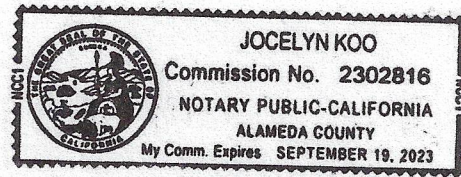
County of San Francisco

On JANUARY 14, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Michael U. Alvarez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

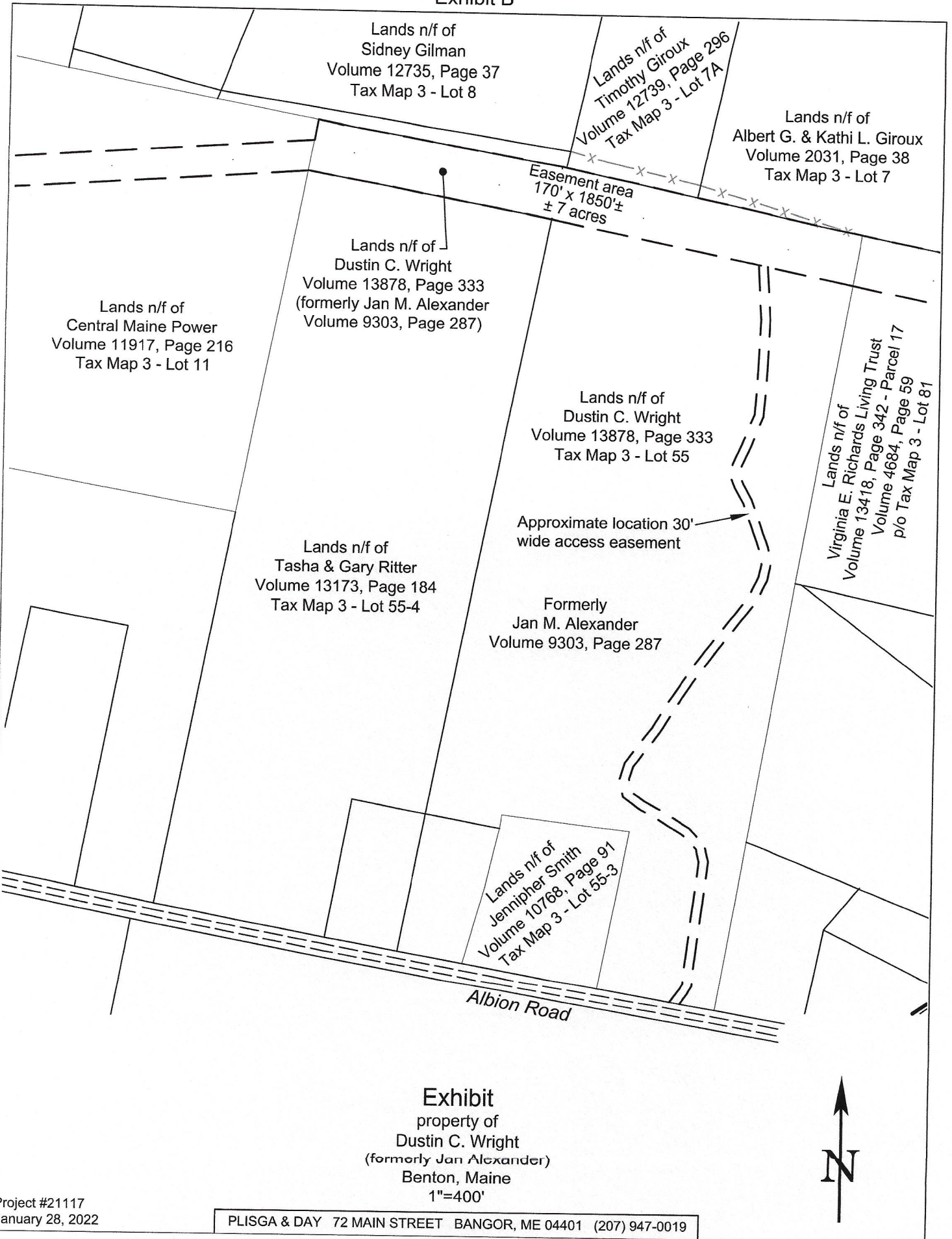
Signature 



(Seal)



Exhibit B





## ACCESS LICENSE AGREEMENT

THIS ACCESS LICENSE AGREEMENT (“Agreement”), dated January 28, 2022, is entered into between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having a primary place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, (“CMP”), and **THREE CORNERS SOLAR, LLC**, a Delaware limited liability company with a mailing address of 330 Congress Street, 6<sup>th</sup> Floor, Boston, MA 02210 (“Licensee”), for itself and its successors and assigns.

### WITNESSETH:

WHEREAS, CMP owns certain land located in the Town of Benton, State of Maine, designated by CMP as the Albion Road Substation Lot situated at Benton, Maine, described in deeds dated May 3, 1977 and recorded in the Kennebec County Registry of Deeds in Book 2009, Page 284, and other land abutting the Albion Road Substation Lot described in a deed dated February 19, 2015 recorded in said County Registry of Deeds in Book 11917, Page 216 (“CMP’s land”).

WHEREAS, Licensee owns, leases or has options to own, lease or has easement rights to certain land (the “Licensee Land”) situated at Benton, Maine, as described on **Exhibit B** attached hereto related to Licensee’s solar project (the “Project”), and those rights will be vested after Licensee exercises its options.

WHEREAS, Licensee is desirous of entering into an access license agreement for the purposes of Licensee’s construction, maintenance, repair, rebuilding, re-space, replacement, operation, patrol and removal of a single circuit overhead, three-phase 115 kV electric generator lead line (“Improvements”) across a portion of CMP’s land as described in this Agreement consisting of suitable and sufficient poles, cables and towers and sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, cross-arms and other equipment and appurtenances related to the Project, such Improvements to be permitted in the location and as depicted on a plan attached hereto as **Exhibit A** and made a part hereof (the “Access Area”).

WHEREAS, CMP is willing to enter into an access license agreement to permit the Improvements within the Access Area subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, CMP and Licensee agree as follows:

1. CMP hereby permits the Improvements within the Access Area conditioned upon and provided that the Improvements shall at all times be subject to and in accordance with the terms and conditions set forth in this Agreement.
2. This Agreement and the Improvements shall in no way encumber CMP's operation and maintenance of its transmission line(s) within CMP's land. Licensee's use of the Access Area shall not interfere with or impair the facilities and operations of CMP, including the addition, operation, replacement, upgrade and maintenance of any transmission lines, structures or other transmission line facilities; provided that this restriction shall not be construed to prevent Licensee from constructing and maintaining any permitted Improvements set forth in **Exhibit A** in accordance with and subject to the terms of this Agreement.
3. This Agreement shall commence on the date hereof and expire on January 28, 2064, ("Term"). The Improvements may be revoked and this Agreement terminated prior to the expiration of the Term upon sixty (60) days' written notice by CMP for any failure to comply with the terms and conditions of this Agreement; provided, however, that Licensee shall have thirty (30) days following such notice to cure such failure. If the thirty (30) day cure period does not allow sufficient time to cure such failure then CMP may agree upon a specific extension of the time to cure the failure or agree upon a specific resolution of the failure. Any extension of the term of this Agreement shall be separately agreed to by the parties in writing and any negotiations regarding an extension of the Term shall commence within six (6) months prior to the expiration date stated in this paragraph.
4. Once fully executed, Licensee may record at Licensee's expense this Agreement in the registry of deeds in which the Access Area is located. In the event that this Agreement is terminated or abandoned in accordance herewith, CMP may cause a notice thereof to be recorded on Licensee's behalf at such registry of deeds.
5. CMP shall have use of roadways that now exist or will be constructed by Licensee within the Access Area or between any public road and CMP's land for all purposes of access to its transmission line corridors. Gated roads are acceptable, provided a dual lock system is established for independent access.
6. Licensee shall notify CMP prior to commencement of construction of any Improvements on CMP land which shall be located and constructed as shown on **Exhibit A** and the Design Plan (defined below) therein contained. In the event that Exhibit A does not include the site design showing grade, elevation and design ("Design Plan"), or in the event that anticipated construction of any Improvements by Licensee will vary in design or construction from that set forth in **Exhibit A** or the Design Plan otherwise agreed to by CMP prior to this Agreement, then prior to construction of the Improvements, Licensee shall provide CMP with a site design showing the grade, elevation and design to review for clearances and determine compliance with the terms of this Agreement. CMP shall have the right to object to any such modified site design that provides for inadequate clearance or is not in compliance with this Agreement



and require Licensee to redesign the Improvements in order to comply with the same prior to commencement of construction.

7. Subject to the terms, limitations, and conditions in this Agreement and **Exhibit A**, CMP will permit the construction and maintenance of the Improvements across the Access Area by Licensee.
8. The Improvements shall be constructed, repaired, maintained, protected, operated, and removed by Licensee and at no cost or expense to CMP. Licensee shall own the Improvements constructed by Licensee.

Licensee's use of the Access Area shall at all times be performed in accordance with the requirements of any and all applicable codes and standards, federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, safety regulations). Without limiting the foregoing any Improvements constructed and located within the Access Area shall be constructed and maintained at the sole risk and expense of Licensee

9. Any roadway constructed for construction and maintenance of the Improvements and located within the Access Area shall be constructed in a manner so that the existing grade shall not be increased beyond Licensee's grading plan previously approved by CMP in accordance with this Agreement.
10. Licensee will take any steps as required by local, state, and federal permits, laws, ordinances, rules, and regulations to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein.
11. During the term of this Agreement, Licensee shall maintain, or cause its contractors to maintain, appropriate and adequate workers' compensation, automobile and commercial general liability insurance (in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate) and other applicable insurance, with solvent, reputable insurance companies rated not less than A-/VII in the most current "Best's Key Rating Guide" and qualified to do business in the State of Maine in connection with the use of CMP's land under this Agreement. Each of the policies required hereunder (other than workers' compensation insurance coverage) shall name CMP as additional insured and shall include endorsements that are reasonably acceptable to CMP. Licensee shall provide to CMP a copy of the certificate of insurance or a copy of the insurance policy and relevant additional insured endorsement evidencing coverage required hereby at full execution of this Agreement and thereafter, and from time to time upon CMP's request and one (1) time annually, during the term of the Agreement. The amount of insurance coverage required by this Agreement may be reassessed every 5 years and amended as necessary to ensure that the coverage adjusted for inflation is consistent with the amounts set forth herein.

12. Licensee will be responsible for all taxes lawfully assessed against any of the Improvements installed by or for Licensee within CMP land, including without limitation the Access Area.
13. CMP shall not be liable to Licensee for any damage to Licensee's property, including the Improvements, on CMP land caused by CMP's use of its land for public utility purposes, other than due to CMP's willful misconduct.
14. Except for the Improvements permitted by this Agreement, no buildings, improvements, or other structures (including but not limited to fencing) shall be erected, moved or placed on CMP land by Licensee, nor shall any trees or other vegetation (beyond that used for typical erosion control purposes as agreed to by CMP and in compliance with CMP's non-capable species list), be grown or cultivated, within the Access Area by Licensee. No equipment, vehicles, or materials shall be stored upon CMP land by Licensee except as may be provided for in a separate agreement for temporary construction access and laydown area, not made a part hereof.
15. No fueling or refueling of equipment or fuel storage shall be permitted on the Access Area (or any adjacent portion of CMP land) by Licensee, except as may be provided for in a separate agreement for temporary construction access and laydown area, not made a part hereof. No snow shall be stockpiled within the Access Area (or any adjacent portion of CMP land).
16. Licensee or its authorized agent(s) shall notify the Dig Safe Call Center prior to commencement of any excavation on the Access Area at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute Title 23, M.R.S.A. Section 3360-A.
17. Licensee shall comply with Maine's Overhead High Voltage Line Safety Act, 35-A M.R.S. § 751-761 (and any subsequent amendments to or replacements thereof), and shall not use any equipment, mechanical or otherwise, within fifteen feet (15') of the lowest overhead electric conductor constructed, maintained, and operated over the Access Area (and any adjacent portion of CMP land) unless there is a CMP inspector on site inspecting the work. The CMP inspector shall have the right, but not the duty, to halt all work on CMP land if it is deemed that the Licensee's actions present an unreasonable risk to persons or CMP property.
18. Licensee shall be responsible for the cost of relocating or raising pole structures and or wires, located within CMP land, if the constructed Improvements vary from the Design Plan as approved pursuant to Section 6 and CMP determines in its sole discretion that (i) the grade of any roadway or (ii) the Improvements interfere with said pole structures or wires, or CMP's maintenance thereof.
19. Licensee will, at its sole expense, obtain prior to any construction (or as the case may be prior to undertaking any action or making any improvement requiring a local, state or federal permit), and will at all times comply with, construct, operate and maintain the Improvements in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations, conditions of approval, and requirements of all



federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights herein and use of the Access Area contemplated hereby. CMP shall have no obligation to obtain, or join in obtaining, any local, state or federal permits applicable to the Improvements. Licensee shall not cause CMP to be in violation of any permits and shall not subject CMP, the CMP land or any portion of CMP's facilities located within the CMP land to any stipulation or permit condition pertaining to vegetation management, equipment access, buffers or other environmental restrictions, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection without CMP's prior written consent. In the event that CMP determines in its sole discretion, the need to join in (or desires to participate as an interested or affected party in any proceeding regarding) an application for any permits related to Licensee's activities on CMP land, any such permit applications shall be provided to CMP for approval prior to submittal (other than Licensee's Maine Department of Environmental Protection and U.S. Army Corps of Engineers applications which CMP may review after Licensee's submission), and any such permit related documents shall be shared with CMP. Without limiting the generality of the foregoing, unless CMP has hereinafter provided prior written consent to be bound by a term or restriction in any above permit, following its review and approval thereof prior to the permit being issued or obtained, CMP shall have no obligation to comply with, take any action or abide by any restriction, contained in any local, state, or federal permit (or any agreement of Licensee in connection therewith).

20. Upon expiration, termination, or abandonment of this Agreement, Licensee shall at its own cost and expense promptly remove the Improvements and restore and repair any damage to the Access Area (and any adjacent portion of the CMP land) to CMP's reasonable satisfaction. In accordance with Section 4, CMP shall be entitled to record a notice of the termination of this Agreement on Licensee's behalf in the Registry of Deeds in which the Access Area is located. CMP shall have the right to determine this Agreement abandoned in the event that Licensee fails to use the Access Area for a period of five consecutive years.
21. CMP may, at its option and sole cost, and after commercially reasonable advance notice to Licensee in order to permit coordination and cause minimal disruption to Licensee's permitted uses hereunder, relocate, move, modify, or otherwise alter the location of the Access Area and/or Improvements thereon provided said relocation, movement, modification or alteration is for public utility purposes and the Licensee retains substantially the same uses as described herein in the locations shown in **Exhibit A** hereto. In the event that actions under this Paragraph require taking Licensee's Project off-line, CMP will endeavor to work with Licensee to coordinate timelines and minimize disruptions in accordance with the terms of the LGIA between Licensee and CMP.
22. Licensee, for itself and its directors, officers, employees, contractors, agents and successors and assigns, hereby releases and waives any and all claims, demands, damages, liabilities, actions, causes of action, suits, judgments, penalties, and fines of any type or nature (collectively, "Claims"), including but not limited to claims for personal injury, death, or property damage, they now have or may have in the future against CMP and its parent



corporation and affiliates and their respective directors, officers, employees, contractors, agents, successors, and assigns, which may arise out of the Licensee's use of the Access Area, or the Project pursuant to this Agreement or otherwise.

23. Licensee, for itself and its directors, officers, employees, agents, successors, and assigns, agrees to indemnify CMP and its parent corporation and affiliates and their respective directors, officers, employees, agents, contractors, successors and assigns and hold it and them harmless from and against any and all claims, arising out of the Licensee's use of the Access Area, or the Project. Additionally, Licensee for itself and its directors, officers, employees, agents, successors, and assigns, hereby waives any defenses or immunity they might otherwise have under applicable worker's compensation laws or any other statute or judicial decision disallowing or limiting such indemnification, including without limitation, *Diamond International Corp. v. Sullivan & Merritt, Inc.*, 493 A2d. 1043 (Me. 1985), and Licensee consents to a cause of action by CMP for Indemnity.
24. Licensee agrees that in the event of a breach by Licensee of the terms and conditions of this Agreement, CMP shall be entitled to seek injunctive relief, in addition to any other appropriate relief at law to which it may be entitled, including the right of termination as set forth above and any claim for damages or indemnification hereunder; provided, however, that, in connection with seeking such relief, and without limiting any other remedy or indemnity provided herein, in the event Licensee shall fail to comply with the terms, covenants and conditions set forth in this Agreement, including any exhibits or attachments hereto, or defaults in any of its obligations hereof, and Licensee shall fail to cure any such default in accordance with Section 3, and CMP consequently initiates a legal proceeding against Licensee in order to enforce or defend CMP's rights under this Agreement and such process results in a final judgment or ruling in favor of CMP, then Licensee shall reimburse CMP for all direct, indirect, or incidental documented expenses incurred, including, but not limited to reasonable attorneys' fees and costs, in order to enforce CMP's rights hereunder or otherwise in connection with any such legal proceeding.
25. Licensee may assign this Agreement, and its rights hereunder, at any time (a) to any entity providing financing as security for or in connection with a financing or other financial arrangement for the Project (a "Security Assignment"), or (b) to any other person or entity who accepts and assumes in writing by separate assignment agreement all of Licensee's rights and obligations hereunder, provided, however, that, except for any Security Assignment, the effectiveness of any such assignment shall be conditioned upon Licensee not being in default of this Agreement. Licensee's right to make a Security Assignment is further subject to and conditioned upon the requirement that if the financing party exercises its remedies with respect to this Agreement, all terms of this Agreement, including without limitation any provision regarding the subordination of rights of Licensee, shall be binding upon the financing party, and upon the recipient of a future transfer by or assignment from the Security Assignment. Any Security Assignment shall be subject to the requirements of this paragraph. Except for any Security Assignment, any assignment of this Agreement is subject to CMP's written approval and consent, such consent not to be unreasonably conditioned, withheld or delayed, and which may be conditioned on, among other things, the assignee's (1) compliance with all insurance and indemnification obligations under the



Agreement, (2) ownership of the Project; and (3) satisfactory production of written documentation to provide financial assurance that assignee is able to fulfill all obligations under the Agreement. Prior to any assignment, except a Security Assignment, Licensee shall provide CMP with written notice of such assignment. Each party agrees that it shall, at any time and from time to time during the term of this Agreement and 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 to 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), and stating such other facts as the requesting party may reasonably provide. The failure of a party to deliver any such certificate within such time shall be conclusive upon such party that this Agreement is unmodified and in full force and effect, all payments to such party are current, there are no defaults existing, and such other facts are true and correct.

In the event of an assignment, except a Security Assignment, the assignee shall execute an agreement to assume all of Licensee's obligations in a form reasonably acceptable to CMP, which shall contain, in a form reasonably acceptable to CMP, a covenant on the part of the assignee to assume all of the obligations of Licensee hereunder. Within ten (10) business days of the execution by Licensee and any assignee of any permitted assignment, Licensee shall deliver to CMP an executed copy thereof.


26. This instrument is an agreement between the parties and no provision in this Agreement shall be construed as conveying any rights to Licensee not expressly stated herein nor shall any liability arise from CMP's use of its land.
27. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of a party hereto. The use of the term CMP or Licensee herein shall mean and include its and their respective successors and assigns.
28. In the event that any changes, modifications, or amendments may be required or requested by either party, the parties agree that any such changes, modifications, or amendments must be in writing and executed by both parties.
29. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

The parties hereto agree to the terms of this Agreement as indicated below by their signatures or the signatures of their duly authorized representatives.

Signed, Sealed and Delivered  
in presence of:

**CENTRAL MAINE POWER COMPANY**


  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Frederick Ball, Manager  
Energy Land Management

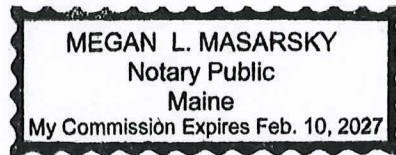
STATE OF MAINE  
KENNEBEC, ss.

January 28, 2022.

The above named Frederick Ball, Manager, Energy Land Management, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

  
\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Printed Name  
My Commission Expires:





**THREE CORNERS SOLAR, LLC**

\_\_\_\_\_  
Witness *[Signature]*

By: *[Signature]*  
Printed Name: Charles Spiliotis  
Its: Chief Investment Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

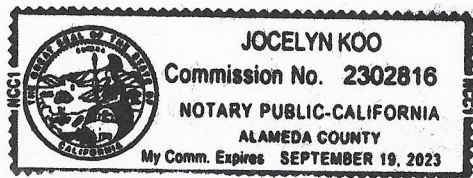
COUNTY OF SAN FRANCISCO

On January 27, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Charles Spiliotis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*[Signature]*

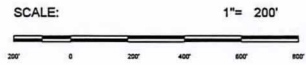
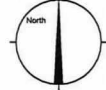


**EXHIBIT A**

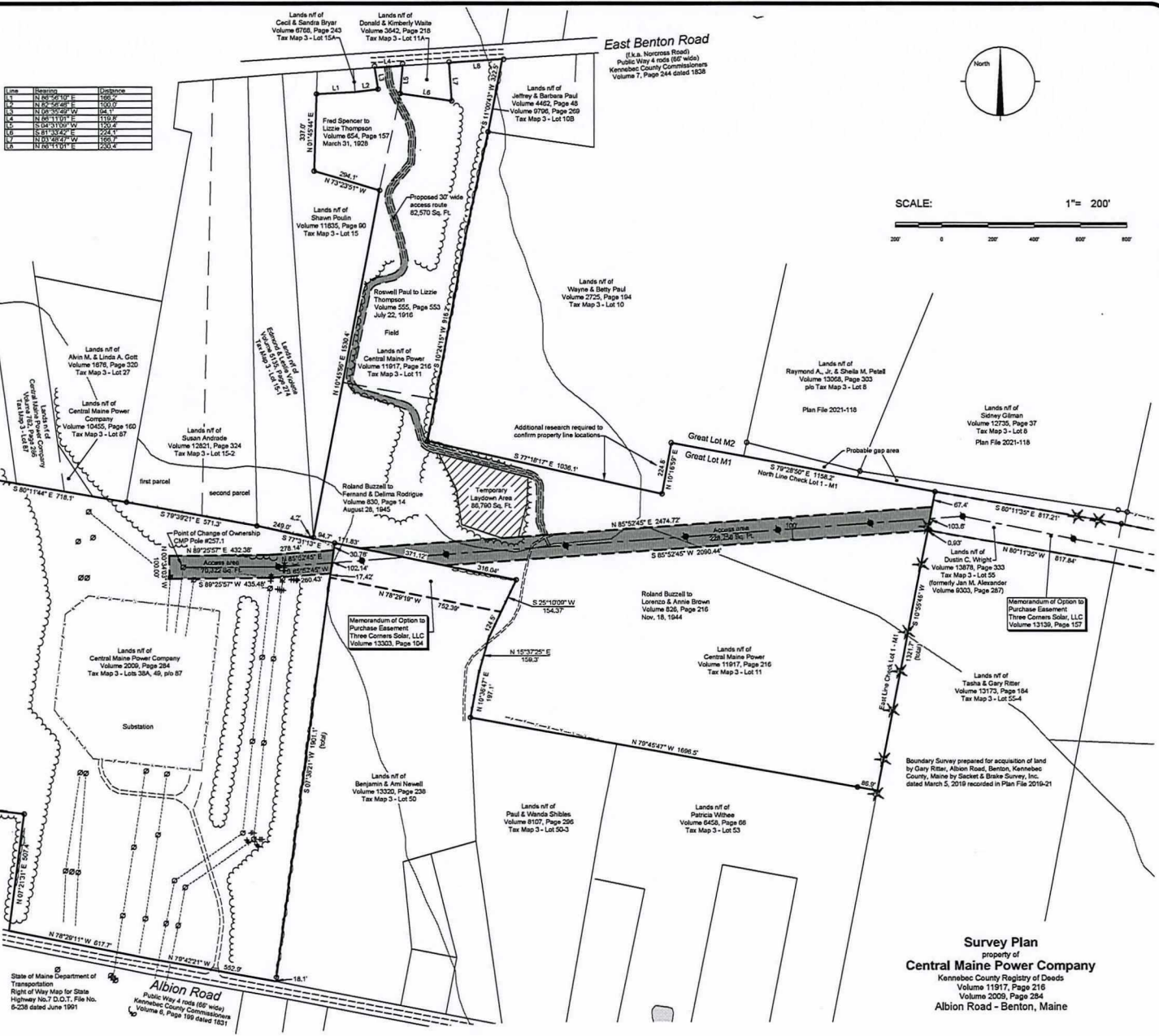
Site Exhibit

**Notes:**  
 (1) Documents referenced on this plan are recorded in the Kennebec County Registry of Deeds unless otherwise noted.  
 (2) Bearings are oriented to Grid North of the Maine State Coordinate System West Zone NAD83(2011)(Epoch 2010.0000).  
 (3) Reference is made to the following plans:  
 A. A Plan of the Town of Sebasticook 1945 recorded in Plan Book 3, Page 33  
 B. Plan of the Town of Clinton, Kennebec County, Commonwealth of Massachusetts, made from an actual survey by Charles Hayden of Winslow, Surveyor dated July 17, 1811 recorded in Plan Book 3, Page 5.

Line	Bearing	Distance
1	N 89° 25' 27" W	100.0
2	N 72° 25' 01" W	104.1
3	N 20° 30' 26" W	104.1
4	N 68° 11' 01" E	115.0
5	S 04° 31' 07" W	120.4
6	N 61° 33' 29" E	124.1
7	N 00° 49' 27" W	160.7
8	N 68° 11' 01" E	155.4

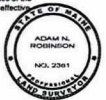


- Symbols Legend**
- Iron rod set
  - Iron pipe found
  - Iron rebar/strand found
  - Granite/concrete monument
  - ⊕ Wood post
  - ⊞ Utility pole
  - + Cuijanchor
  - ⬮ Proposed pole location
  - Overpass wires
  - Edge pavement/gravel
  - Property line
  - Wire fence
  - Stone wall
  - Trestle
  - ⊗ Blazed tree



**PLISGA & DAY**  
**LAND SURVEYORS**  
 72 MAIN STREET  
 BANGOR, MAINE  
 BATE, January 27, 2022  
 PROJ. NO. 21117  
 Email: info@plisga.com  
 Phone: (207) 847-6219  
 Fax: (207) 840-2619  
 www.WeMapIt.com

**Survey Standard:**  
 This plan was prepared from information obtained by a survey conforming substantially to the requirements of Technical Standards contained in Chapter 650, Part 2, of the Rules of the Board of Licensure for Professional Land Surveyors, effective April 1, 2001. Monuments not set.  
 Adam N. Robinson, Maine Licensed Professional Land Surveyor No. 2361



State of Maine Department of Transportation  
 Right of Way Map for State Highway No. 7 D.O.T. File No. 6-236 dated June 1991

**Albin Road**  
 Public Way 4 (40' wide)  
 Kennebec County Commissioners Volume 6, Page 159 dated 1981

**Survey Plan**  
 property of  
**Central Maine Power Company**  
 Kennebec County Registry of Deeds  
 Volume 11917, Page 216  
 Volume 2009, Page 284  
 Albin Road - Benton, Maine

**EXHIBIT B**

## Licensee Land

<b>Tax Map/Plan and Lot</b>	<b>Book and Page</b>	<b>Location</b>	<b>Three Corners Solar Interest</b>
Plan 01, Lots 7, 8, 9, 10, 11, 12, 14, 17, 18, 19, 20, 22, and 23	Book 12861 Page 325, Book 12887, Page 103, Book 13184, Page 55, Book 14324, Page 333	Unity Twp.	Option to Lease
Map 04, Lots 49 and 51		Clinton	Option to Lease
Map 08, Lot 10		Benton	Option to Lease
Map 4, Lot 52 Map 8, Lots 23, 24			Option to Purchase Easement
Map 08, Lot 14	Book 13778, Page 53, Book 13139, Page 162	Benton	Option to Lease (array), Option to Purchase Easement (Genlead)
Map 08, Lot 11	Book 13034, Page 140, Book 14329, Page 255	Benton	Option to Purchase Easement
Map 04, Lots 28 and 28-2	Book 13482, Page 279, Book 13754, Page 102, Book 13785, Page 310	Benton	Fee (owned by affiliate of Licensee)
Map 04, Lot 30.2	Book 13139, Page 152, Book 14144, Page 88	Benton	Option to Purchase Easement
Map 04, Lot 30.1	Book 13139, Page 142	Benton	Option to Purchase Easement
Map 04, Lot 42	Book 14328, Page 337	Benton	Fee
Map 04, Lot 3-1	Book 12982, Page 71	Benton	Option to Purchase
Map 04, Lot 4	Book 13889, Page 125, Book 14289, Page 55	Benton	Option to Purchase
Map 03, Lot 82	Book 13888, Page 66	Benton	Option to Purchase Easement
Map 03, Lot 81	Book 13097, Page 32, Book 13888, Page 189, Book 14324, Page 220	Benton	Option to Purchase Easement
Map 03, Lot 55	Book 13139, Page 157	Benton	Option to Purchase Easement
Map 03, Lot 50	Book 13303, Page 104	Benton	Option to Purchase Easement



## TEMPORARY LICENSE AGREEMENT

**Central Maine Power Company (CMP)**, a Maine corporation with offices at 83 Edison Drive in Augusta, Maine 04336 grants to **Three Corners Solar, LLC**, a Delaware limited liability company with a mailing address of 330 Congress Street, 6<sup>th</sup> Floor, Boston, MA 02210 (Licensee), a license over a portion of CMP's land described in deeds dated May 3, 1977 and recorded in the Kennebec County Registry of Deeds in Book 2009, Page 284, known as the Albion Road Substation Lot, and other land abutting the Substation Lot described in a deed dated February 19, 2015 recorded in said County Registry of Deeds in Book 11917, Page 216, in the Town of Benton, Maine, (hereinafter the "Property").

This Temporary License Agreement ("Agreement") shall allow Licensee to use the Property for construction access and laydown area, as described in Licensee's access and staging plan submitted to CMP and as shown on Exhibit A both attached hereto, during the construction activities associated with the Licensee's generator lead line. The License to be contingent on the following conditions:

1. Licensee is responsible for providing a copy of this Agreement to its employees, contractors, subcontractors and/or agents and may be asked to provide to CMP an acknowledgment of receipt of this Agreement by said employees, contractors, subcontractors and/or agents.
2. Licensee shall be allowed access to the Property thru the existing access roads identified on Exhibit A and shall maintain its own gates and locks on the gate. The gates will be kept closed and locked at the end of each work-day and/or during those times when not in use.
3. The term of the License shall commence on 7/15/22 and will expire 7/15/24, unless either party notifies the other party of their intention to cancel the License, in writing, at least 60 days before such cancellation. At the end of this License or any cancellation, Licensee will return the Property to its original or better condition, except CMP may request that gates remain in place.
4. Licensee will make a one-time payment in the amount of [REDACTED] for this License, which amount shall be payable within thirty (30) days after the Effective Date (as defined below).
5. Termination or cancellation of this License shall not affect the obligations for acts or omissions occurring prior to termination or cancellation.
6. Licensee will at its sole expense obtain and will at all times comply with and maintain the Property in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the License contemplated hereby.

7. Licensee agrees that the activity allowed by this License shall not create or cause damage to the Property. Licensee shall promptly take, at their sole expense, any corrective actions or repairs to any damage to Property including but not limited to damage to the access road and or laydown area caused by Licensee or its employees, agents, contractors, invitees or others, and take any steps necessary to insure that erosion does not occur and repair any erosion which may occur as a result of the exercise of the rights herein granted.
8. Licensee shall not undertake or permit: (a) construction of any structure or improvement on the Property beyond those described in Exhibit A; or (b) storage, even temporarily, of hazardous materials, products or equipment on the Property in each case without prior notice to and written approval by CMP. Lessee shall comply with all applicable local, state and federal guidelines and procedures for material and chemical containment and/or transfer at its sole cost and responsibility.
9. Licensee agrees to keep the Property neat, clean, orderly and safe and shall not permit any waste or nuisance on the Property. If CMP determines, in its sole discretion, that Licensee is not acting within a reasonable time to so maintain the Property, CMP shall provide written notice to Licensee and Licensee shall have thirty (30) days following such notice to cure such failure. If the thirty (30) day cure period does not allow sufficient time to cure such failure then CMP may agree upon a specific extension of the time to cure the failure or agree upon a specific resolution of the failure. After such thirty (30) day period (as may be extended), CMP may cancel this License, or correct the situation and Licensee agrees to reimburse CMP for documented expenses incurred for such corrective actions. Within thirty (30) days of CMP's submittal of an invoice to Licensee, Licensee shall reimburse CMP for such expenses for such corrective actions and all related work. CMP's actions to correct the failure to maintain as required and Licensee's payment for such actions shall not waive Licensee's default and shall not make CMP liable to Licensee for any damages resulting therefrom or any other claim by Licensee.
10. Licensee shall not assign this License nor lease or underlet or improve the Property or to make or suffer to be made any alteration thereon.
11. Licensee is fully familiar with the condition of the Property. CMP has made no representations of whatever nature as to the condition of the Property and Licensee accepts the Property "as is".
12. The License herein granted shall at all times be subject to and shall not in any way limit CMP's rights in or use of the Property, provided that CMP shall not materially obstruct or interfere with Licensee's use and enjoyment of the License or access thereto. Further, nothing in this License shall be construed as conveying any rights not expressly granted herein, nor shall any liability arise from CMP's use of its Property other than due to CMP's willful misconduct.
13. If Licensee or its employees, agents, contractors, invitees or others caused or causes a violation of the Federal Occupational Safety and Health Administration regulations and/or Maine Revised Statute: Title 35-A, Chapter 7A (HIGH VOLTAGE SAFETY




ACT) or any other rule or regulation applicable to CMP and it is determined by CMP that such conduct presents an immediate threat to public safety, such acts shall constitute a default under this License and CMP shall have the right to correct such violation immediately, including but not limited to removing Licensee from the Property without notice. If CMP determines that said conduct does not impose an immediate safety hazard, after written notice from CMP, Licensee shall have thirty (30) days to correct the situation unless Licensee has obtained prior written consent from CMP.

14. During the term of this License, Licensee shall maintain, or cause its contractors to maintain, appropriate and adequate workers' compensation, automobile and commercial general liability insurance (in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate) and other applicable insurance, with solvent, reputable insurance companies rated not less than A-/VII in the most current "Best's Key Rating Guide" and qualified to do business in the State of Maine in connection with the use of the Property under this Agreement. Each of the policies required hereunder (other than worker's compensation insurance coverage) shall name CMP as additional insured and shall include endorsements that are reasonably acceptable to CMP. Licensee shall provide to CMP a copy of the certificate of insurance or a copy of the insurance policy and relevant additional insured endorsement evidencing coverage required hereby at full execution of this Agreement and thereafter, and from time to time upon CMP's request and one (1) time annually, during the term of the Agreement.
15. This License shall terminate automatically to the extent any portion of the Property is condemned or taken by any manner for any public or quasi-public use as of the date of such taking.
16. Any notices required herein shall be addressed to CMP and Licensee at the addresses provided above or to such other place as may be designated by written notice. Unless otherwise directed, all License fees shall be payable to CMP at the address stated above.
17. Licensee agrees to indemnify CMP and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors, successors and assigns and protect and hold it and them harmless from and against all claims, penalties, fines demands and actions arising out of the use of the Property by Licensee, or its employees, agents, contractors, invitees or others.
18. This License constitutes the entire agreement between the parties. There are no terms, obligations, or conditions pertaining to this license other than those contained herein.

IN WITNESS WHEREOF, **Central Maine Power Company** and Three Corners Solar, LLC, have caused this instrument to be signed in its corporate name both hereunto duly authorized this 28<sup>th</sup> day of January, 2022 (the "Effective Date").

ATTEST:

  
\_\_\_\_\_  
Witness

**CENTRAL MAINE POWER COMPANY**

  
\_\_\_\_\_  
Frederick Ball, Manager  
Energy Land Management

Licensee:  
**THREE CORNERS SOLAR, LLC**

\_\_\_\_\_  
Witness

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

**STATE OF MAINE**  
**COUNTY OF KENNEBEC, ss.**

January 28, 2022

Personally appeared the above named Frederick Ball, Manager, Energy Land Management and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Central Maine Power Company.

Before me,

  
\_\_\_\_\_  
Notary Public / Attorney at Law

MEGAN L. MASARSKY  
Notary Public  
Maine  
My Commission Expires Feb. 10, 2027

MEGAN L. MASARSKY  
Notary Public  
Maine  
My Commission Expires Feb. 10, 2027



IN WITNESS WHEREOF, **Central Maine Power Company** and Three Corners Solar, LLC, have caused this instrument to be signed in its corporate name both hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date").

**ATTEST:**

**CENTRAL MAINE POWER COMPANY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Frederick Ball, Manager  
Energy Land Management

Licensee:  
**THREE CORNERS SOLAR, LLC**

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness

*[Handwritten Signature]*  
\_\_\_\_\_  
Name:  
Its:

**STATE OF MAINE**  
**COUNTY OF KENNEBEC, ss.**

\_\_\_\_\_, 2022

Personally appeared the above named Frederick Ball, Manager, Energy Land Management and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Central Maine Power Company.

Before me,

\_\_\_\_\_  
Notary Public / Attorney at Law

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

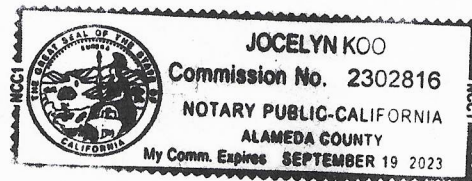
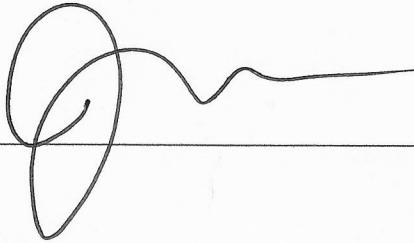
COUNTY OF SAN FRANCISCO

On January 27, 2022, before me, Jocelyn Koo, Notary Public, personally appeared Charles Spiliotis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

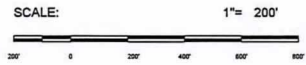
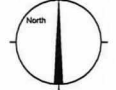
Signature \_\_\_\_\_



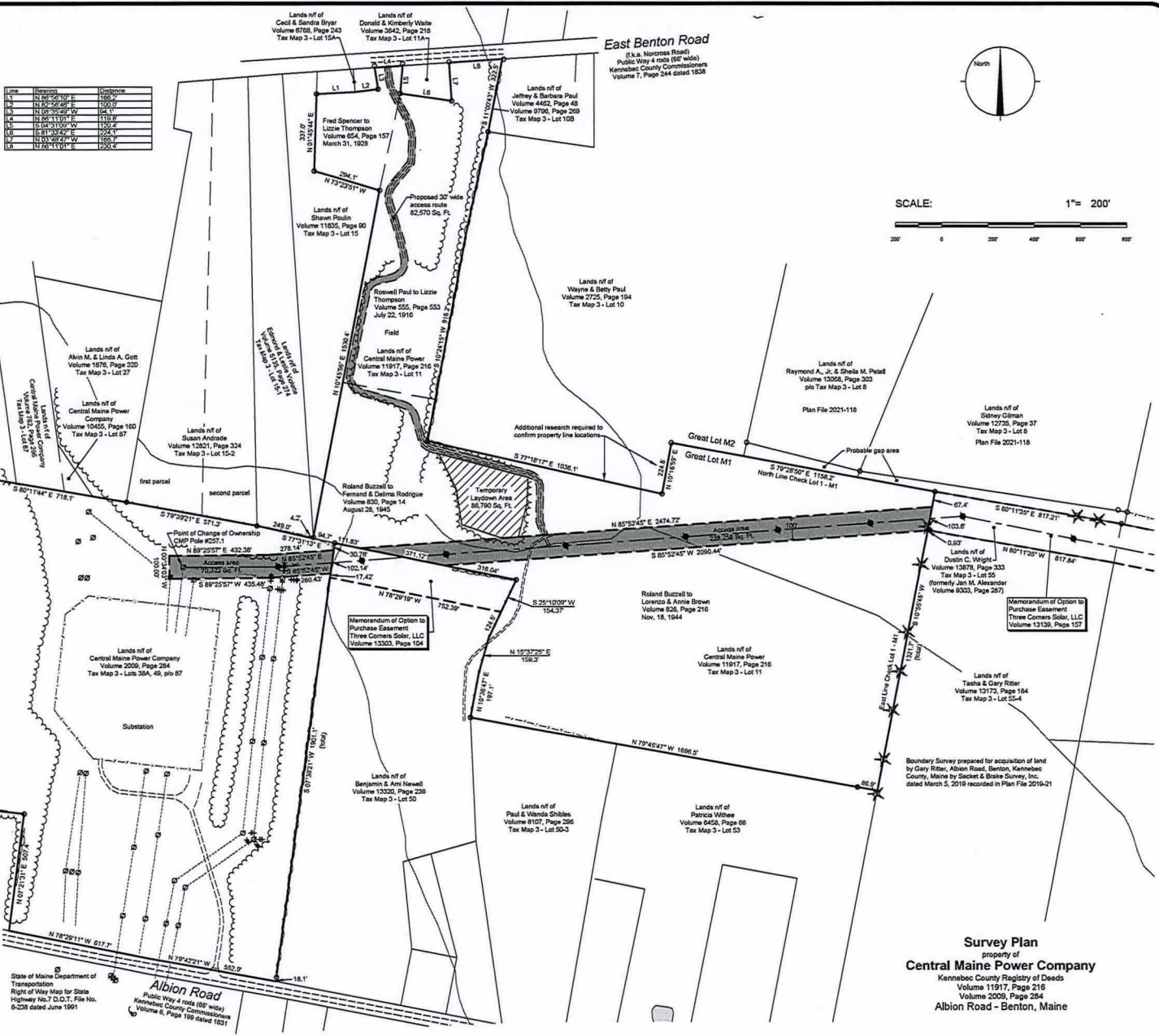
**Exhibit A**

**Notes:**  
 (1) Documents referenced on this plan are recorded in the Kennebec County Registry of Deeds unless otherwise noted.  
 (2) Bearings are oriented to Grid North of the Maine State Coordinate System West Zone NAD83(2011)(Epoch 2010.0000).  
 (3) Reference is made to the following plans:  
 A. A Plan of the Town of Sebasteoson 1945 recorded in Plan Book 3, Page 33  
 B. Plan of the Town of Clinton, Kennebec County, Commonwealth of Massachusetts, made from an actual survey by Charles Hayden of Winslow, Surveyor dated July 17, 1811 recorded in Plan Book 3, Page 5.

Line	Bearing	Distance
1	N 89° 25' 27" W	100.0
2	N 72° 25' 01" W	104.1
3	N 20° 30' 26" W	104.1
4	N 69° 11' 01" E	115.0
5	S 04° 31' 07" W	120.4
6	N 81° 33' 29" E	124.1
7	N 00° 49' 27" W	160.7
8	N 69° 11' 01" E	155.4

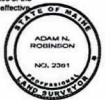


- Symbols Legend**
- Iron rod set
  - Iron pipe found
  - Iron redball found
  - Granite/concrete monument
  - Wood post
  - Utility pole
  - + Cuijanchor
  - ⬇ Proposed pole location
  - Overpass wires
  - Edge pavement/gravel
  - Property line
  - Wire fence
  - Stone wall
  - Trestle
  - ✱ Blazed tree



**PLISGA & DAY**  
**LAND SURVEYORS**  
 72 MAIN STREET  
 BANGOR, MAINE  
 BATE, January 27, 2022  
 PROJ. NO. 21117  
 Email: info@plisga.com  
 Phone: (207) 947-6019  
 Fax: (207) 947-6018  
 www.WeMapIt.com

**Survey Standard:**  
 This plan was prepared from information obtained by a survey conforming substantially to the requirements of Technical Standards contained in Chapter 650, Part 2, of the Rules of the Board of Licensure for Professional Land Surveyors, effective April 1, 2001. Monuments not set.  
 Adam N. Robinson, Maine Licensed Professional Land Surveyor No. 2361



State of Maine Department of Transportation  
 Right of Way Map for State Highway No. 7 D.O.T. File No. 6-236 dated June 1991

**Albion Road**  
 Public Way 4 (60' wide)  
 Kennebec County Commissioners Volume 6, Page 199 dated 1981

**Survey Plan**  
 property of  
**Central Maine Power Company**  
 Kennebec County Registry of Deeds  
 Volume 11917, Page 216  
 Volume 2009, Page 284  
 Albion Road - Benton, Maine



OPR BK 13303 PGS 104 - 108 08/16/2019 01:33:53 PM  
INSTR # 2019018132 # OF PAGES 5  
ATTEST: BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS KENNEBEC COUNTY, ME

**MEMORANDUM OF OPTION TO PURCHASE EASEMENT**

**Owners:** BENJAMIN AND AMI NEWELL  
(as successors in title to Timothy Hendrickson and Robert Carruth)  
16 Main Street  
Albion, ME 04910

**Grantee:** THREE CORNERS SOLAR, LLC  
its successors or assigns  
c/o Longroad Development Company  
133 Federal Street, Suite 1202  
Boston, MA 02110

- 1. **Effective Date of Option:** October 24, 2018
- 2. **Description of Easement Area:** An approximately 2.7 acre portion of land located in the Town of Benton, Kennebec County, Maine, shown as Tax Map 3 Lot 50 of the Tax Maps of the Town of Benton and being more particularly described in a deed to Hendrickson and Carruth dated June 19, 2017 and recorded at the Kennebec County Registry of Deeds in Book 12637 Page 259, said Easement Area being preliminarily located as shown on the attached Exhibit A. Said property has been transferred by Hendrickson and Carruth to Owner by deed recorded in said Registry.
- 3. **Option Period:** Three (3) years from Effective Date of Option; provided that Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year.

[Intentional end of page. Signatures and acknowledgement follow on separate page.]

⑤ O'Donnell Lee

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of this  
18 day of July, 2019.

WITNESS:

Amanda Y Dow  
BEN NEWELL

Print name:

Amanda Y Dow

Amanda Y Dow  
Ami Newell

Print name:

Amanda Y Dow

OWNERS:

[Signature]  
Benjamin Newell

[Signature]  
Ami Newell

STATE OF  
COUNTY OF

July 18, 2019

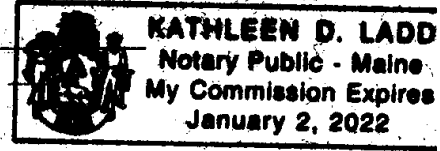
Then personally appeared the above-named Benjamin Newell and acknowledged the foregoing instrument to be his free act and deed.

*Kathleen D Ladd*

Notary Public

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

My Commission Expires: \_\_\_\_\_



STATE OF  
COUNTY OF

July 18, 2019

Then personally appeared the above-named Ami Newell and acknowledged the foregoing instrument to be her free act and deed.

*Kathleen D Ladd*

Notary Public

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

My Commission Expires: \_\_\_\_\_



WITNESS:

*[Signature]*

GRANTEE:

THREE CORNERS SOLAR, LLC

By: *[Signature]*  
Name: PETER KEEL  
Title: CFO


STATE OF ~~MAINE~~ <sup>Massachusetts</sup>  
COUNTY OF Suffolk

Dated: 25, 2019

Then personally appeared the above-named Peter Keel, as CFO of Three Corners Solar, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

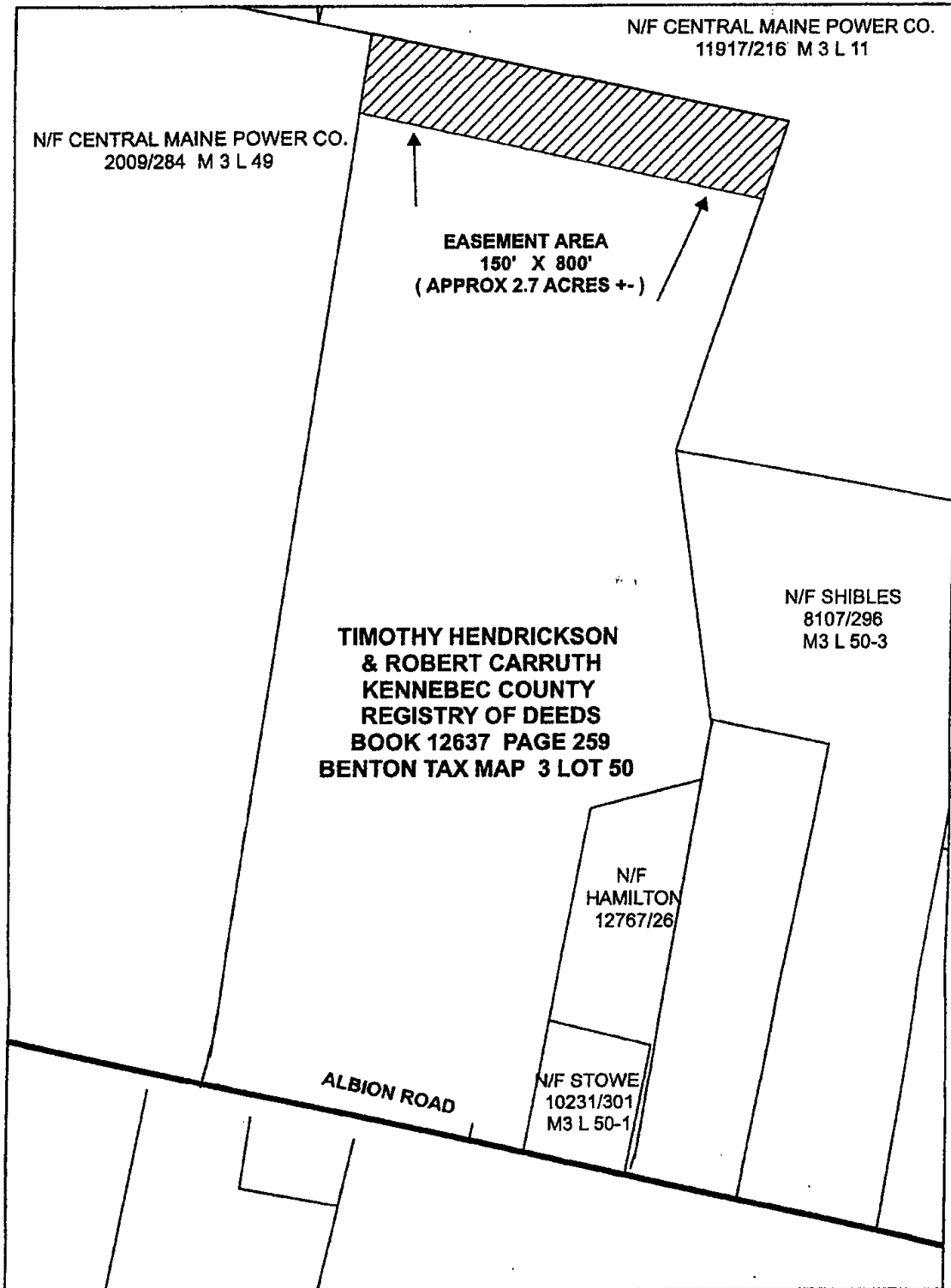
*Sean M. Flynn*  
Notary Public

My Commission Expires: 10/4/2024

 **SEAN M. FLYNN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 4, 2024



# EXHIBIT A



40/120



**Three Corners Solar, LLC**  
**c/o Longroad Development Company, LLC**  
330 Congress Street, 6<sup>th</sup> Floor  
Boston, MA 02210

VIA FEDEX

October 12, 2021

Benjamin and Ami Newell  
16 Main Street  
Albion, ME 04910

RE: Option to Purchase Easement Extension

Dear Benjamin and Ami Newell:

This notice is delivered pursuant to Section A of that certain Option to Purchase Easement, dated as of October 24, 2018, by and between Three Corners Solar, LLC (“Grantee”) and Benjamin and Ami Newell (as assignee of Timothy Hendrickson and Robert Carruth pursuant to that certain Agreement) (“Owner”) (the “Contract”). Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings set forth in the Contract.

Grantee shall have the right to extend the Option Period for one (1) additional period of one (1) year, in exchange for the payment of Extension Consideration in the amount of [REDACTED] for such extension, such extension to be exercised by notice (accompanied by payment) given prior to the expiration of the Option Period, and to be on all the same terms and conditions provided herein. Grantee has paid the Extension Consideration on September 30, 2021 and therefore Grantee hereby extends the Option Period for one (1) additional period of one (1) year, effective October 24, 2021, with an expiration date of October 24, 2022. This letter serves as the written notice of extension of the Option Term.

Sincerely,

THREE CORNERS SOLAR, LLC

By: Michael U. Alvarez

Name: Michael U. Alvarez

Title: COO

**Three Corners Solar Project**

MDEP Site Location of Development Act Application

**SECTION 2: TITLE, RIGHT, OR INTEREST**

**Exhibit 2-2**

Entity Relationships



January 28, 2022

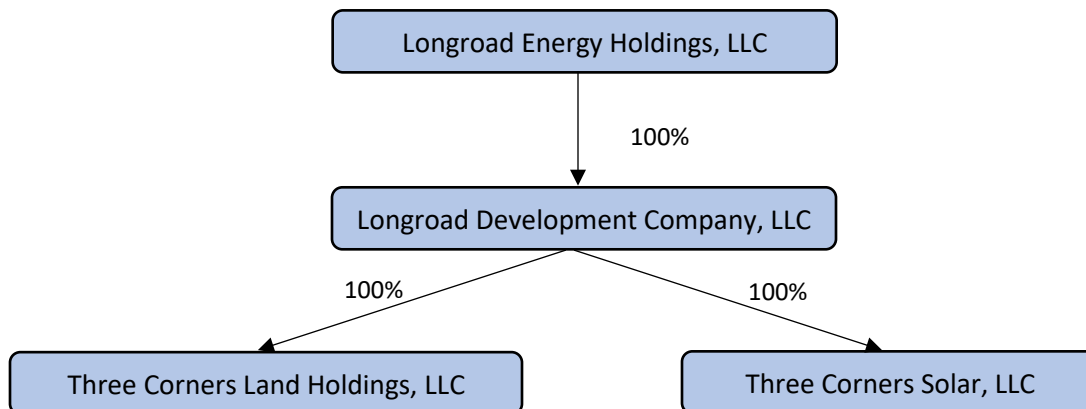
Maine Department of Environmental Protection  
State House Station 17  
Augusta, ME 04330

**Subject: Longroad Development Company, LLC Affiliates**

To Whom it May Concern:

Three Corners Solar, LLC and Three Corners Land Holdings, LLC are affiliates. They are both wholly owned, indirect subsidiaries of Longroad Development Company, LLC and Longroad Energy Holdings, LLC. Prior to the start of construction of the project, Three Corners Land Holdings, LLC will lease land it owns or will own in fee to Three Corners Solar, LLC so that the project agreements and land agreement(s) are in the same entity's name.

The current organizational structure is illustrated as follows:



Sincerely,

A handwritten signature in black ink that reads "Vanessa Kwong".

Vanessa Kwong  
VP, Legal  
Longroad Development Company, LLC