

Prepared by and return to:  
Novel Energy Solutions L.L.C.  
2303 Wycliff Street  
Suite 300  
St. Paul, MN 55114

(Top 3 inches reserved for recording data)

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## MEMORANDUM OF SOLAR POWER SITE LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR POWER SITE LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”) is made and entered into as of June 14, 2022, by and between Sandra L. Daigle and Claude F. Daigle, III, Co-Trustees, or their successors in trust under the Claude F. Daigle, Jr. Family Trust under Declaration of Trust dated August 5, 1998, having an address of 101 Sebago Lake Rd, Gorham, ME 04038-2524 (“**Lessor**”), and Novel Energy Solutions L.L.C. (or Assigns), a Minnesota Limited Liability Company, having an address of 2303 Wycliff Street, Suite 300, St. Paul, MN 55114 (“**Lessee**”), (each a “**Party**” and collectively the “**Parties**”), with reference to the following facts:

A. On June 2, 2022 (the “**Effective Date**”), the Parties entered into a Solar Power Site Lease (the “**Lease**”) which by its terms grants to Lessee a lease of the land more particularly described in *Exhibit A*, having GPS coordinates of 43.728701, -70.442137, attached to this Memorandum and incorporated herein by this reference (the “**Premises**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease. The Premises may, at the Lessee’s sole option and subject to local subdivision laws and ordinances, sublease portions of the Premises to Assignee’s wholly owned subsidiaries to operate more than one (1) separate solar panel electric generating system (each sometimes herein referred to as a “**Sublease**”, plural “**Subleases**”).

B. Under the terms of the Lease, or Subleases, Lessee (or Assigns) has the option to determine the date of commencement by providing Lessor with notice of its election of such a date (the “**Commencement Date**”). The lease term (collectively, the “**Lease Term**”) shall have an initial Option Term, Primary Term, Renewal Term and Final Term. The Commencement Date is the first day of the Primary Term, and the Lease Term shall continue for 36.5 years, unless earlier terminated in accordance with its terms.

C. The Lessor and Lessee desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Lessee in the Premises and of the existence of the Lease (or Subleases) and rights granted to Lessee in the Premises as part of the Lease (or Subleases).

NOW, THEREFORE, the Parties hereby certify and agree as follows

1. Lessor leases the Premises to Lessee (and Assigns), and Lessee (or Assigns) leases the Premises from Lessor, for the Lease Term and subject to the provisions of the Lease (or Subleases), including the granting of an exclusive easement on, over and across Lessor's Property (as defined in the Lease) for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "Solar Easement") throughout the entirety of Lessor's Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of Lessor's Property, together vertically through all space located above the surface of Lessor's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Lessor's Property through each Site to each point and on and along such line to the opposite exterior boundary of Lessor's Property.

2. The Lease (or Sublease) provides for ingress, egress and utility easements across the Lessor's Property, any abutting property owned by Lessor, providing access to and from a public road and the point of interconnection.

3. The Lease (or Sublease) provides that the provisions of the Lease (or Subleases) are binding upon and inure to the benefit of Lessor and Lessee and each of their respective representatives, successors and assigns, subject to certain limitations.

4. The Lease (or Sublease) provides that during the Lease Term, Lessor shall neither sell any portion of the Lessor's Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine, the rules and standards of the Maine Land Use Planning Commission, the ordinance of the municipality where the Lessor's Property is located, or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Lessee in each instance, as set forth in the Lease (or Sublease).

5. All of the other terms, conditions and agreements contained within the Lease (or Subleases) are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Lease (or Subleases), and any conflicts between the terms hereof and the terms of the Lease (or Subleases) shall be resolved in favor of the terms of the Lease (or Subleases). This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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LESSOR:

**CLAUDE F. DAIGLE, JR. REVOCABLE TRUST**

Signature: *Sandra L. Daigle*  
Printed Name: Sandra L. Daigle  
Title: Co-Trustee

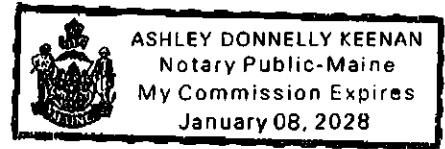
STATE OF Maine )  
COUNTY OF Cumberland ) SS

This instrument was acknowledged before me on June 2<sup>nd</sup> 2022, before me, a Notary Public in and for said County and State, personally appeared Sandra L. Daigle, Co-Trustee of the Claude F. Daigle, Jr. Revocable Trust.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires: January 8, 2028

(Notary Stamp or Seal)



*Ashley Donnelly Keenan*  
Notary Signature  
Ashley Keenan  
Print Name

**[Acknowledgements continue on the following page.]**



**EXHIBIT A**

*Preliminary Layout*

**Town:** Gorham

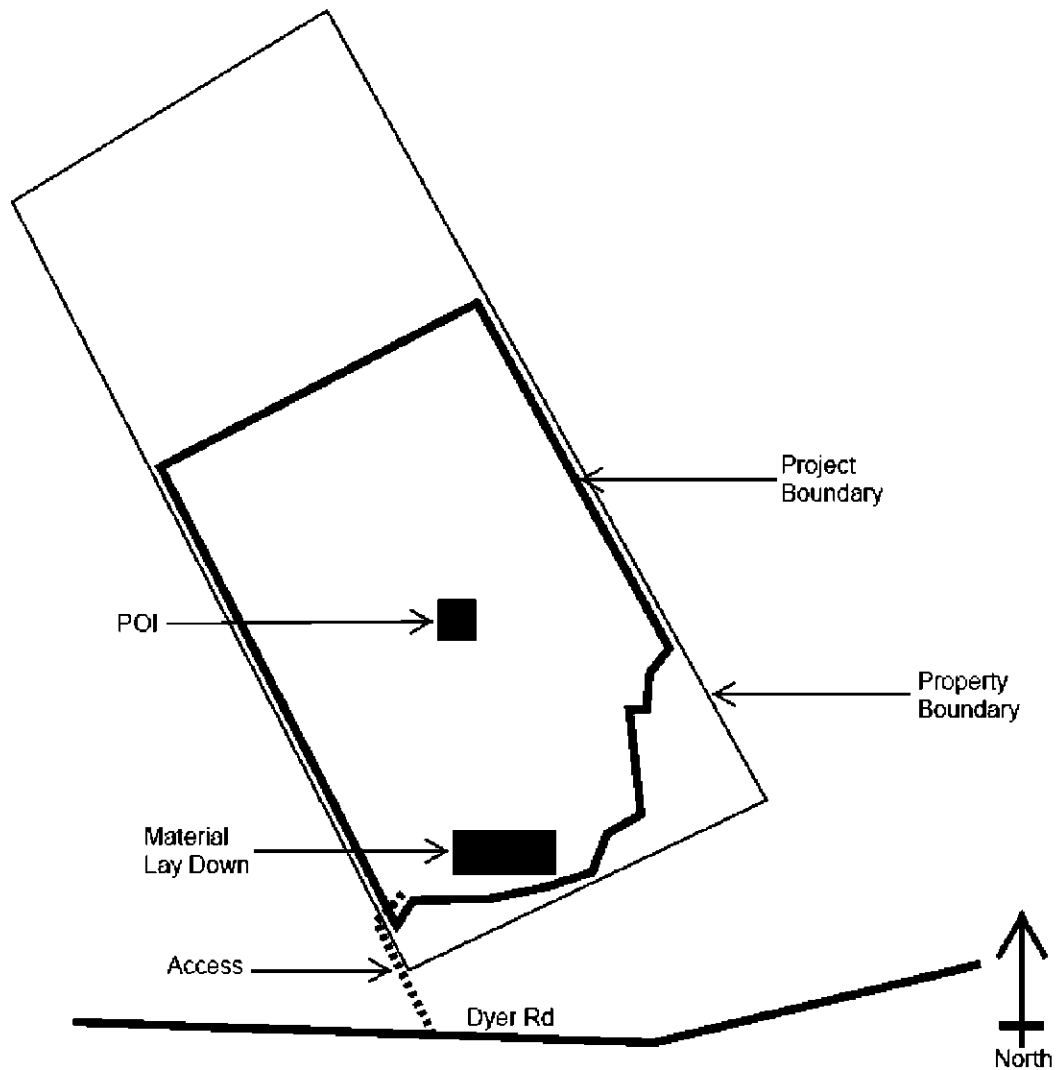
**County:** Cumberland

**Property ID:** 69-0001-0001

**GPS Coordinates:** 43.728701, -70.442137

**Project Name:** Gorham Daigle CSG

The Premises will be located on up to 10 acres, more or less, on Lessor's Property. A preliminary Premises location is depicted below. Pursuant to the Lease, the boundary line and acreage of the Premises shall be determined by an ALTA survey.



**Complete layout legal description to be determined and inserted at a later date.**