

## **Section 12. TITLE, RIGHT OR INTEREST**

The Applicant has entered into agreements (i.e. lease, easement, or purchase and sale agreements) with the landowners, or their authorized agents, for all the privately-owned land that is part of the proposed Project. For Project components that will be sited on public roadways, applicable location permits have been obtained. Figure 12-1 shows the Project and its location within T24 MD BPP, T18 MDBPP, and the town of Columbia. Table 12-1 identifies the properties by owner and tax map and lot number, that are part of the Project as well as the Project's interest in those properties. Exhibit 12-1 provides documentation of the Applicant's title, right, or interest in each Project parcel, including memoranda of recordation, if applicable.





**Table 12-1. Summary of Downeast Wind’s Interest in Project Parcels**

Project Area	Landowner	Acres	Map/Lot #s	Agreement	Exhibit 2-1 pages
T24 MD BPP  T18 MD BPP  Columbia	Cherryfield Properties, LLC	15,011 <sup>1</sup>	Map WA007 Plan 01 Lot 1  Map WA005 Plan 01 Lot 1 Plan 01 Lot 8 <sup>2</sup>  Map 10 Lot 6 Map 5 Lot 9 Map 5 Lot 8 Map 5 Lot 7 Map 9 Lot 4 Map 9 Lot 2	Wind Energy Lease	pp. 1-17
T24 MD BPP	Brett M. Cox, Trustee under Revocable Trust Agreement of Brett M. Cox Dated December 5, 2003 and Elaine A. Caret, Trustee under Revocable Trust Agreement of Elaine A. Carey Dated May 5, 2015	590	Map WA007 Plan 01 Lot 2	Wind Energy Lease	pp. 18-22
Columbia	Richard M. Meserve and Joan F. Meserve, as Trustees of Meserve Family Realty Trust under Declaration of Trust dated October 5, 1995	212	Map 10 Lot 24 Map 10 Lot 2	Wind Energy Lease	pp. 23-27
Columbia	Joseph E. Bonardi and Bertha M. Bonardi, Co-Trustees of the Joseph E. Bonardi and Bertha M. Bonardi Revocable Trust dated March 28, 2013	85	Map 10 Lot 11	Wind Energy Lease	pp. 28-32



Project Area	Landowner	Acres	Map/Lot #s	Agreement	Exhibit 2-1 pages
Columbia	Deborah F. Cashman	67	Map 10 Lot 9 Map 10 Lot 10	Wind Energy Lease	pp. 33-37
Columbia	Michael W. Plummer and Marion R. Plummer, husband and wife	100	Map 10 Lot 8 Map 10 Lot 7	Wind Energy Lease	pp. 38-42
Columbia	Sandra J. Brown	35	Map 5 Lot 6	Wind Farm Participation and Support Agreement	pp. 43-50
Columbia	Robert M. Widdows	70	Map 10 Lot 16	Wind Energy Lease	pp. 51-55
Columbia	Ronald C. Ramsay and Tracy A. Ramsay, husband and wife	75	Map 10 Lot 13	Wind Energy Lease	pp. 56-60
Columbia	Ronald C. Ramsay and Tracy A Ramsay, husband and wife	83.5	Map 10 Lot 12	Wind Energy Lease	pp. 61-65
Columbia	Jeffrey M. Strout	46	Map 10 Lot 21-A Map 10 Lot 23	Wind Energy Lease	pp. 66-70
T18 MD BPP	Gary E Strout, Frank L Thompson, and Stephen E. Oliver	4.3	Map WA005 Plan 01 Lot 3.1	Wind Farm Participation and Support Agreement	pp. 71-80
Columbia	Elmer's Seafood Shack, LLC	5.5	Map 3 Lot 18A	Purchase Option	pp. 81-84
Columbia	Cherryfield Properties, LLC	10	Map 9 Lot 2	Purchase Option	pp. 85-90
Columbia	Lakeview Farms	N/A	Map 13 Lot 1 & 2	Underground Cable Easement	pp. 91-102
Columbia	Town of Columbia	7700 ft of Public Road	N/A	Permit with the Town of Columbia	pp. 103-104

<sup>1</sup> Does not include those parcels within the leasehold that are beyond the project boundary as depicted in Fig 2.1.

<sup>2</sup> Lease includes a provision for temporary use of a portion of this parcel as a construction laydown yard.



**EXHIBIT 12-1: MEMORANDA OF AGREEMENTS**

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Court Square Building  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

**MEMORANDUM OF CONSOLIDATED, AMENDED, AND RESTATED LEASE**

THIS MEMORANDUM OF CONSOLIDATED, AMENDED, AND RESTATED LEASE (“**Memorandum**”) is made and entered into as of the 4th day of March, 2021, by and between Cherryfield Properties, LLC, a Maine limited liability company (“**Landlord**”) and Downeast Wind, LLC, a Delaware limited liability company (“**Tenant**”).

**RECITALS**

**WHEREAS**, Landlord is the owner of the real property located in Washington County, Maine identified and depicted in Exhibit A-1 attached hereto and incorporated by reference herein (the “**Premises**”), such Premises being a part of the whole parcels of real property legally described in Exhibit A attached hereto and incorporated by reference herein (the “**Whole Parcels**”); and

**WHEREAS**, Landlord and Tenant are parties to that certain Wind Energy Lease with an effective date of December 15, 2016 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**2016 Lease**”), a memorandum of which (the “**2016 Memorandum**”) was recorded on March 14, 2017 as Document No. 2156 in Book 4342 Page 151 in the Washington County Registry of Deeds, Maine (the “**Official Records**”), regarding a portion of the Premises; and

**WHEREAS**, Landlord and Tenant are parties to that certain Wind Energy Lease with an effective date of April 18, 2018 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**2018 Lease**”), a memorandum of which (the “**2018 Memorandum**”) was recorded on June 11, 2018 as Document No. 5249 in Book 4466 Page 259 in the Official Records, regarding all portions of the Premises not otherwise subject to the 2016 Lease; and

**WHEREAS**, Landlord and Tenant have entered into that certain Consolidated, Amended, and Restated Wind Energy Lease (the “**Lease**”) dated as of March 4, 2021 (the “**Effective Date**”) pursuant to which the parties incorporated modified terms and conditions into the agreement between the parties as more particularly set forth therein, and as such, while the interest of Tenant in the Premises shall remain effective as of the effective dates of the 2016 Lease and the 2018 Lease with respect to those portions of the Premises affected by the the 2016 Lease and the 2018 Lease, as applicable, the Lease has superseded and replaced the 2016 Lease

and 2018 Lease in their entirety as of the Effective Date, under the terms and conditions set forth therein; and

**WHEREAS**, Landlord and Tenant have executed and acknowledged this Memorandum of the purpose of providing constructive notice of the Lease, with defined terms used but not otherwise defined herein having the meanings ascribed in the Lease.

1. Lease. For the term and upon the provisions set forth in the Lease, all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, the Premises, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The initial term of the Lease (the "**Development Period**") shall expire on April 18, 2025. At any time during the Development Period Tenant may at its sole discretion extend the term of the Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Project Effects Easement Burdening Whole Parcels. Landlord on behalf of themselves and Landlord Affiliates grants to Tenant an easement burdening the Whole Parcels to generate audio, visual, and electrical effects, shadows, shadow flicker, noise, radio interference, and/or other effects on the Premises attributable to the operation of Wind Facilities on the Premises or neighboring real property or any other activities of Tenant related to the Project (the "**Project Effects Easement**"). To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, limits on any visual, light, vibration, electromagnetic, ice or other effect, including shadows, shadow flicker, or any other visible impacts associated with the Wind Facilities, Landlord on behalf of themselves and Landlord Affiliates hereby waives, any and all such requirements to the extent such requirements may apply to the Premises or the Whole Parcels. Notwithstanding the foregoing, in the event that electrical effects, radio interference, and/or other effects or activities attributable to the operation of Wind Facilities on the Premises or neighboring real property impair or in any manner disrupt Landlord's radio programmed irrigation systems at the Whole Parcels, Tenant shall bear the sole liability to determine and implement remedial actions to eliminate such impairment or disruption of such radio programmed irrigation systems. To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, maximum sound limits resulting from routine operation of Wind Facilities, Owner hereby waives any and all such sound level limit requirements as they apply to the Premises or the Whole Parcels.

4. Retained Lot. With respect to those portions of the Whole Parcels located in Twp. 18 MD or Twp. 24 MD but outside of the Premises leased hereunder and outside of the property subject to the Lease Agreement between Landlord and Dawn Land Solar, LLC with an effective date of October 28, 2016 as amended (the "**Retained Parcels**"), Landlord represents and affirms that, for a period starting on the effective date of the 2016 Lease and ending on the date that is five (5) years after the Effective Date of this Lease, the Retained Parcels have been and shall be:

(a) retained by Landlord and not further divided; and

(b) used for forest or agricultural management activities, and otherwise in accordance with the exemptions of LUPC Rules Section 10.25,Q,1,g,(2) (Retained Lots), or Section 10.25,Q,1,g,(7) (Large Lots Managed for Forest or Agricultural Management Activities or Conservation).

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum consolidates and restates the 2016 Memorandum and the 2018 Memorandum, and shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

6. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

7. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

8. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

9. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**



IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

Cherryfield Properties, LLC, a Maine limited liability company

By: [Signature]  
Name: David Hoffman  
Title: Vice President

By: [Signature]  
Name: Geoffrey C. Baldwin  
Title: SECRETARY & TREASURER

PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March 2021, by David Hoffman, Vice President for Cherryfield Properties, LLC, a Maine limited liability company, to be his/her free act and deed.

[Signature]  
Commissioner of Oaths in the Province of Nova Scotia

[Seal]

My commission expires: March 15, 2022

MILTON S. WOOD  
COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March 2021, by Geoffrey Baldwin, Secretary & Treasurer for Cherryfield Properties, LLC, a Maine limited liability company, to be his/her free act and deed.

[Signature]  
Commissioner of Oaths in the Province of Nova Scotia

[Seal]

My commission expires: March 15, 2022

MILTON S. WOOD  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

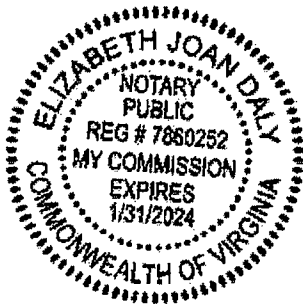
By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4 day of March, 2021 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

*Elizabeth Joan Daly*  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF WHOLE PARCELS**

All that real property located in Columbia Township, Township 18 Middle Division, 18, 19, and 24 MD BPP, Washington County, Maine, more fully described as follows:

**Tract 1:**

Said lot is a part of Lot #64, Bucknam Survey bounded on the north by the land formerly owned by A. M. Nash, deceased; on the east by the land of Ada V. Kilton; on the south by the land of F. D. Plummer; on the west by the land of Guy H. Plummer, deceased. Meaning to convey all of the Lot #64 according to the Bucknam Plan lying east of Hog Ravine, so-called.

Also conveying all rights, easements, privileges and appurtenances now belonging to the granted estate as intended by Title 33 M.R.S. §773.

Being the same premises granted to Cherryfield Foods, Inc. by Kathleen Drisko, Jacqueline Weed, Edythe Leighton, Jessie McHatton, Gerald A. Cummings, Earle Thomas Bartlett, Robert M. Lyna, Ann Laturno, Susan Crochet, Leslie McVey, Cheryl Moriarity, Daniel McVey, and Dennis L. Mahar in his capacity as Attorney-in-Fact and Guardian ad Litem for the Estate of Helen Plummer, deceased, which deed is dated May 11, 1999 and recorded in the Washington County Registry of Deeds in Book 2355, Page 217.

Washington County Parcel ID: 29120\_005-007-000 (60 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

**Tract 2:**

North by land of Frye Realty Company;

East by land now or formerly of Clara Plummer;

South by land of Frye Realty Company;

West by land now or formerly of M. D. Kilton, containing twenty-five acres, more or less.

AND

North by land of Frye Realty Company;

East by land now or formerly of M. D. Kilton;

South by land of Frye Realty Company;

West by land now or formerly of John Plummer, containing fifty acres, more or less.

Being the premises conveyed by a deed from Wass Enterprises, Inc. to Oxford Frozen Foods Limited dated July, 1981, acknowledged July 22, 1981, and recorded in said Registry of Deeds in Book 1146, Page 261.

Washington County Parcel ID: 29120\_005-008-000 (158 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 3:

Lot No. 62, Bucknam's Survey, said lot is one hundred sixty rods wide and contains one hundred acres. Reserving the parcel of land lying on the west side of the road leading from the Webb District to Cherryfield Road. Said lot is bounded on the North and East by land formerly owned by A. M. Nash, deceased; on the south by Lot No. 55 and on the West by said Webb District Road. Meaning to convey from the one hundred acre lot, the part of said lot which lies east of the eastern road leading to the Webb District, and reserving the small triangular piece of land west of said Webb Road, which is described as Lot #3 that follows.

Washington County Parcel ID: 29120\_005-009-000 (100 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 4:

Beginning at the Northeast corner of lot numbered fifty-nine (59) on the plan and survey by Ichabod Bucknam; thence North one hundred forty-five (145) rods; thence West one hundred sixty-eight (168) rods; thence North one hundred and sixty (160) rods; thence West one hundred and sixty (160) rods; thence North one hundred sixty (160) rods; thence West one hundred twenty (120) rods to the Ingersoll lot; thence South one hundred (100) rods; thence West by the South line of the Ingersoll lot four hundred (400) rods to the East line of the Town of Cherryfield; thence South by said line three hundred seventy-six (376) rods to the land of William Freeman; thence East by said Freeman's North line two hundred sixty-two (262) rods; thence North ten (10) rods; thence East three hundred (300) rods to the Northwest corner of lot numbered sixty-one (61); thence South one hundred sixty (160) rods; thence East sixty (60) rods; thence North one hundred sixty (160) rods; thence east one hundred (100) rods to the Northwest corner of lot numbered fifty-nine (59); thence East by the North line of lot fifty-nine (59) one hundred and twenty-six (126) rods to the point of beginning. Containing one thousand seven hundred ninety (1,790) acres, more or less. The above courses are from the original survey.

EXCEPTING a certain lot or parcel of land together with buildings thereon known as the Myer's Pond Lot, containing one hundred fifty-two (152) acres, more or less, and being the camp lot of Richard and Joan Meserve. Said lot begins at the Northeast corner of Lot 59 of Plan and Survey of Ichabod Bucknam and thence North one hundred forty-five (145) rods; thence West one hundred sixty-eight (168) rods; thence South one hundred forty-five (145) rods; thence East one hundred sixty-eight (168) rods to the point of beginning.

EXCEPTING AND RESERVING also to Frye Realty Company, its successors and assigns forever, a right of way for all purposes of a way over and upon the El Meadow Road, so-called, and other branch roads from El Meadow Road which lead to the above excepted lot.

EXCEPTING ALSO the Steep Gully Lot, so-called, containing sixty (60) acres, more or less. Said lot begins at the Northwest corner of Lot 61 of Plan and Survey of Ichabod Bucknam and thence South one hundred sixty (160) rods; thence East sixty (60) rods; thence North one hundred sixty (160) rods; thence West sixty (60) rods to the point of beginning.

ALSO EXCEPTING the real estate conveyed by Frye Realty Company to Edna G. Frye by deed dated July 25, 1953 and recorded in Book 512, Page 595 of said Registry of Deeds.

The granted premises less the Myer's Pond Lot, the Steep Gully Lot and the Edna G. Frye Lot contain one thousand four hundred eighteen (1,418) acres, more or less.

Being the premises conveyed by a deed from Frye Realty Company to Oxford Frozen Foods Limited dated June 30, 1981 and recorded in said Registry of Deeds in Book 1144, Page 88.

Subject to the conditions regarding mineral rights set forth in said deed from Frye Realty Company to Oxford Frozen Foods Limited dated June 30, 1981 and recorded in said Registry of Deeds in Book 1144, Page 88.

Being a portion of the premises conveyed to Cherryfield Foods, Inc., formerly known as Cherryfield Holdings, Inc. by Cherryfield Holdings, Inc., formerly known as Cherryfield Foods, Inc. in a deed dated March 1, 1991 and recorded in Washington County Registry of Deeds in Book 1688, Page 338.

Together with the rights and easements conveyed to Cherryfield Foods, Inc. by deed of Abbott O. Greene and Nancy H. Greene dated January 31, 1990 and recorded in said Registry of Deeds in Book 1639, Page 121.

Subject to the rights and easements excepted and reserved in a deed from Lloyd H. Drisko to Thomas L. Worcester & Cheryl E. Worcester dated January 8, 1977 and recorded in the Washington County Registry of Deeds in Book 955, Page 53, to the extent that said rights and easements affect the rights and easements granted to Cherryfield Foods, Inc. by Abbott O. Greene and Nancy H. Greene by instrument dated January 31, 1990 and recorded in the Washington County Registry of Deeds in Book 1639, Page 121.

Subject to the rights and easements conveyed to Abbott O. Greene and Nancy H. Greene by deed of Cherryfield Foods, Inc. dated April 11, 1990 and recorded in said Registry of Deeds in Book 1644, Page 320, but together with the benefit of the condition regarding the use of said rights and easements set forth in said deed.

Washington County Parcel ID: 29120\_009-002-000 (1,744 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 5:

Beginning at a point at the junction of the road leading across the Epping Plains from Columbia to Cherryfield with the road leading from Cherryfield to Schoodic Pond; thence South seven degrees West (S 7° W) to intersect the South line of Hamlin Purchase, so-called, at a point where the Hog Gully Brook crosses the said line; thence South eighty-three degrees East (S 83° E) following the said South line of said Hamlin Purchase sixty-eight (68) rods, more or less, to a stone monument in West line of land of Plummer; thence North seven degrees East (N 7° E) ten (10) rods, more or less, to the Northwest corner of land of said Plummer; thence South eighty-three degrees East (S 83° E) following said South line of said Hamlin Purchase ninety-two (92) rods, more or less, to a corner; thence North seven degrees East (N 7° E) one hundred seventy (170) rods, more or less, to the U.S.G.S. Base line road; thence northwesterly following said base line road to the Austin Grant Blueberry Road, so-called, near the Frog Rock, so-called; thence southwesterly by said Austin Grant road to the road leading from Cherryfield to Schoodic Pond; thence southerly following said road to its junction with the road leading from Columbia to Cherryfield and the point of beginning. Containing one hundred sixty (160) acres, more or less.

Meaning and intending to describe the second lot described in a deed from Frye Realty Company to Edna G. Frye dated July 25, 1953 and recorded in Book 512, Page 595 of the Washington County Registry of Deeds.

Being the premises conveyed by a deed from Edna G. Frye to Oxford Frozen Foods Limited dated June 30, 1981 and recorded in said Registry of Deeds in Book 1144, Page 86.

Subject to the conditions regarding mineral rights set forth in said deed from Edna G. Frye to Oxford Frozen Foods Limited dated June 30, 1981 and recorded in said Registry of Deeds in Book 1144, Page 86.

Washington County Parcel ID: 29120\_009-004-000 (73 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 6:

Beginning at an iron pipe in the north line, East sixteen and two thirds rods from the northwest corner; thence East eighty-three and one-third rods to the northeast corner;

Thence South by land now or formerly of Roland Plummer one hundred sixty rods to said Plummer's southwest corner;

Thence West eighty-three and one-third rods;

Thence North to the point of beginning.

EXCEPTING from said Howard Worcester Lot, the certain parcel of land and right of way described as follows:

A strip of land two hundred fifty feet wide and located north of the south line of the above described lot and more particularly described as follows:

Beginning at a cedar post, being the southwest corner of the Howard Worcester Lot, so-called, thence Northerly along the west line of said Worcester Lot, two hundred fifty feet to an iron stake;

Thence Easterly to the east line of said Worcester Lot, to an iron stake;

Thence Southerly two hundred fifty feet along the easterly line of said Worcester Lot to a cedar post;

Thence Westerly along the south line of said Howard Worcester Lot to the point of beginning, containing eight acres, more or less.

ALSO, EXCEPTING AND RESERVING to Wass Enterprises, Inc., its successors and assigns forever, a right of way along the existing road for the purpose of ingress and egress to the above described two hundred fifty foot strip of land.

The northwest corner referred to in the first paragraph of the above described Lot #1 is the northwest corner of Lot No. 60 of Bucknam's Survey

Washington County Parcel ID: 29120\_010-006-000 (79 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 7:

Certain lots or parcels of land, with any buildings and improvements thereon, situated in Columbia in said County and State, and being the same premises described in the following deeds: (1) a warranty deed from Albert R. Merritt to A. L. Stewart & Sons dated October 5, 1944 (describing real estate on the northerly side of the Epping Plains Road) recorded in the Washington County Registry of Deeds in Book 1170, Page 185 (being a one-half interest in common and undivided, the other one-half interest having been conveyed to Charles A. Stewart and Frank H. Stewart by Lillian M. Allen by deed dated April 4, 1917 and recorded in said Registry of Deeds in Book 327, Page 485), subject, however to the reservation contained in said deed dated October 5, 1944; (2) a warranty deed from Albert R. Merritt to A. L. Stewart & Sons dated October 20, 1944 (describing real estate on the northerly side of the Epping Plains Road) recorded in said Registry of Deeds in Book 1170, Page 188.

Being the premises described in the fifth numbered paragraph of a deed from A. L. Stewart & Sons to Oxford Frozen Foods Limited dated February 25, 1982 and recorded in said Registry of Deeds in Book 1170, Page 192.

Also a certain lot or parcel of land (being the other one-half interest in the above-described lot), together with any buildings and improvements thereon, situated in Columbia, in said County and State, known as the "Pasture Lot" and being the same premises described in a warranty deed from Lillian M. Allen to Charles A. Stewart and Frank H. Stewart dated April 4, 1917 and recorded in the Washington County Registry of Deeds in Book 327, Page 485 (being a one-half interest in common and undivided, the other one-half interest in a portion of said "Pasture Lot" having been conveyed to A. L. Stewart & Sons in a deed from Albert R. Merritt dated October 5, 1944 and recorded in said Registry of Deeds in Book 1170, Page 185). Excepting, however, the premises described in a deed from A. L. Stewart & Sons to Albert R. Merritt dated October 4, 1944 and recorded in said Registry of Deeds in Book 505, Page 311 and in a deed from A. L. Stewart & Sons to Albert R. Merritt and Olive Merritt dated October 20, 1944 and recorded in said Registry of Deeds in Book 505, Page 312.

Being the premises described in the fifth numbered paragraph of a deed from A. L. Stewart & Sons to Oxford Frozen Foods Limited dated February 25, 1982 and recorded in the Washington County Registry of Deeds in Book 1170, Page 195.

Being a portion of the premises conveyed to Cherryfield Foods, Inc., formerly known as Cherryfield Holdings, Inc. by Cherryfield Holdings, Inc., formerly known as Cherryfield Foods, Inc. in a deed dated March 1, 1991 and recorded in Washington County Registry of Deeds in Book 1688, Page 338.

Washington County Parcel ID: 29120\_010-020-000 (75 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 8:

The land situated in Columbia, Washington County, Maine, described as follows, to wit:

Known as the Charles Grant Place, bounded on the north by land of W. A. Dunbar, formerly; on the East by the town road; on the south and west by land of Charles L. Coffin formerly; and west and north by land unknown, to the heath brook, containing 25 acres.

Being the same premises as conveyed to Cherryfield Foods, Inc. by Charlene F. Stevens by deed dated July 3, 1997 and recorded in the Washington County Registry of Deeds in Book 2172, Page 154.

Washington County Parcel ID: 29120\_011-025-000 (25 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 9:

A certain lot or parcel of land situated in said Columbia, Washington County, Maine, near Saco Falls, so-called, being the place deeded to the Inhabitants of the Town of Columbia by Aaron Allen, July 6, 1881, and more particularly bounded and described as follows, to wit:

Bounded North by land formerly of Isaac P. Smith, Abraham Merritt and Zeno D. Worcester, East and South by land of J.W. Coffin, and the land occupied by Basson Grant, and West by land formerly owned by E.L. Hamlin, and by the Pleasant River with the meadow or intervale so-called included, containing fifty (50) acres, more or less.

EXCEPTING however, a piece on the east side of the road occupied by Crandon Allen, bounded as follows, to wit:

Beginning at Abraham Merritt's southwest corner; thence east on said Merritt line eight (8) rods; thence south parallel with the road twenty (20) rods; thence west to the town road eight (8) rods; thence north on the road twenty (20) rods to the point of beginning, containing one acre, more or less.

Being the same premises granted to Cherryfield Foods, Inc. by Phillip E. Farren a/k/a Philip Farren by deed dated March 7, 1996 and recorded in the Washington County Registry of Deeds in Book 2061, Page 184.

Washington County Parcel ID: 29120\_011-027-000 (50 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

Tract 10:



A certain area located in the State of Maine, County of Washington, southwesterly section of Township 18 MD BPP, northerly of Schoodic Lake and abutting the boundary between Township 18 MD BPP and the Town of Deblois; said area being more particularly described as follows:

**BEGINNING** at the intersection of the westerly line of the Township 18 MD BPP, also being the easterly line of the Town of Deblois, with the thread of Bog Stream, said intersection being located approximately 3.3 miles northerly of the southwesterly corner of Township 18 MD BPP;

**THENCE**, easterly, along the thread of Bog Stream, a distance of four thousand eight hundred (4,800) feet, more or less, to Schoodic Road (alternately or formerly known as Pineo Ridge Road) and to the boundary of land now or formerly of the State of Maine, being described in a deed dated November 28, 1988 and recorded in Book 1548, Page 161 of the Washington County Registry of Deeds;

**THENCE**, along the following courses as described in said Book 1548, Page 161 (being found on pages 165 and 166):

... thence southeasterly along the thread of said stream 12 chains, more or less, to the Pleasant River; thence southeasterly along the thread of said River 104 chains, more or less, to an unnamed brook, thence generally southerly along the thread of said brook 36 chains, to a point; thence S 8°30' E, 18.5 chains, more or less, passing by the west side of a peat bog, being part of the Great Heath, to an unnamed brook; thence southeasterly along the thread of said brook 70 chains, to a point; thence, S 38° 30' W, 21.6 chains, more or less, to a timber management road. Said timber management road is identified as the first branch road off the Pineo Ridge Road to the right, northerly from the southerly town line of said Township 18 MD BPP. Thence generally southerly along the easterly line of said timber management road 30 chains, more or less, to the easterly line of said Pineo Ridge Road, thence southeasterly along the easterly line of said Pineo Ridge Road 32 chains, more or less, to the south line of said Township 18 MD BPP;

**THENCE**, westerly, along the southerly line of Township 18 MD BPP, also being the northerly line of the Town of Columbia, a distance of one thousand seven hundred (1,700) feet, more or less, to the waters of Schoodic Lake;

**THENCE**, generally northerly and then westerly, along the waters of Schoodic Lake, being that part known as "Trout Cove", a distance of one thousand two hundred (1,200) feet, more or less;

**THENCE**, northwesterly, generally along the southwesterly limit of a blueberry field / northeasterly limit of a wooded area, a distance of one thousand four hundred (1,400) feet, more or less, to the southerly line of said Schoodic Road (alternately or formerly known as Pineo Ridge Road);

**THENCE**, westerly, along the southerly line of Schoodic Road (alternately or formerly known as Pineo Ridge Road), a distance of three thousand two hundred (3,200) feet, more or less, to the southerly line of a road leading westerly;

**THENCE**, westerly, along the southerly line of said road leading westerly, a distance of four hundred (400) feet, more or less, to the southeasterly line of a road leading southwesterly;

**THENCE**, southwesterly, along the southeasterly line of said road leading southwesterly, a distance of seven hundred (700) feet, more or less, to the southerly line of a road leading westerly;

**THENCE**, westerly, along the southerly line of said road leading westerly, a distance of two thousand (2,000) feet, more or less, to the southwesterly line of Schoodic Pond Road;

**THENCE**, northwesterly, along the southwesterly line of said Schoodic Pond Road, a distance of one thousand (1,000) feet, more or less, to the westerly line of Township 18 MD BPP, also being the easterly line of the Town of Deblois;

**THENCE**, northerly, along the westerly line of Township 18 MD BPP, also being the easterly line of the Town of Deblois, a distance of two and seven tenths (2.7) miles, more or less, to the **POINT OF BEGINNING**.

**SUBJECT TO** any and all rights held by others to various roads crossing the above described area, including but not limited to Schoodic Road (alternately or formerly known as Pineo Ridge Road).

**EXCLUDING** that property located within the above described parcel, near the northeasterly corner thereof and on the southerly side of Pleasant River, being described in a deed dated December 31, 2005 and recorded in Book 3096, Page 63 of the Washington County Registry of Deeds and being depicted as Lot No. 3.1 on Tax Plan WA005, Map 01 of Township 18 MD BPP.

The above described area of Tract 1 through Tract 10, is estimated to encompasses 2,500 acres, more or less, and is a portion of the land previously described in a deed from Cherryfield Foods, Inc. to Cherryfield Properties, LLC, dated January 31, 2007 and recorded in Book 3247, Page 238 of the Washington County Registry of Deeds. Further reference is made to a deed from Cherryfield Holdings, Inc. to Cherryfield Foods, Inc., dated March 1, 1991 and recorded in Book 1688, Page 338 of the Washington County Registry of Deeds.

Washington County Parcel ID: a portion of WA005011 (2,500 acres)

Deed Reference: Book 4023, Page 74 of the Washington County Registry of Deeds

**AND**

Tract 11:

**BEGINNING** at the point where the thread of Pleasant River crosses the Town of Beddington / Township 24 MD BPP boundary;

**THENCE**, southeasterly, along the thread of Pleasant River, a distance of 16,000 feet, more or less, to the northeasterly corner of land now or formerly of the Downeast Salmon Federation, being described in a deed dated May 8, 2008 and recorded in Book 3409, Page 203 of the Washington County Registry of Deeds (“WCRD”), said land of the Downeast Salmon Federation being formerly depicted as land of “Mary Morrison” on a plan entitled “Standard Boundary Survey for Elmer Cox, Mary Morrison, and Cherryfield Foods – Section 26 – Township 24 MD BPP – Washington County”, prepared by David B. Pooler, dated October 30, 1998, revised March 20, 1999, and recorded as plan 19 in Cabinet 3, Drawer 10 of the WCRD;

**THENCE**, westerly, along the northerly line of said land of Downeast Salmon Federation (Book 3409, Page 203) a distance of 766 feet, more or less;

**THENCE**, southerly, along the westerly line of said land of Downeast Salmon Federation (Book 3409, Page 203) and continuing along the westerly line of land now or formerly of Brett M. Cox, Trustee Under Revocable Trust Agreement of Brett M. Cox Dated 12/05/03 and Elaine A. Carey, Trustee Under Revocable Trust Agreement of Elaine A. Carey Dated 5/05/15, being described in a deed dated October 13, 2015 and recorded in Book 4204, Page 183 of the WCRD, a distance of 5,280 feet, more or less;

**THENCE**, easterly, along the southerly line of said land of Cox and Carey (Book 4204, Page 183), a distance of 5,280 feet, more or less;

**THENCE**, northerly, along the easterly line of said land of Cox and Carey (Book 4204, Page 183), a distance of 5,280 feet, more or less;

**THENCE**, S 66°07’48” E, a distance of 3,200 feet;

**THENCE**, N 79°02’15” E, a distance of 3,800 feet;

**THENCE**, N 51°06’39” E, a distance of 1,450 feet;

**THENCE**, S 38°48’51” E, a distance of 12,000 feet;

**THENCE**, S 72°09’10” E, a distance of 9,160 feet, more or less, to the westerly line of land now of formerly of Cherryfield Properties, LLC, being described as “Tract 103” in a deed dated December 10, 2013 and recorded in Book 4023, Page 074 of the WCRD;

**THENCE**, S 11°12’53” W, along the westerly line of said land of Cherryfield Properties, LLC (Book 4023, Page 074), a distance of 980 feet, more or less;

**THENCE**, S 21°31’00” W, along the westerly line of said land Cherryfield Properties, LLC (Book 4023, Page 074), a distance of 6,241 feet, more or less;

**THENCE**, S 68°29’00” E, along the southerly line of said land of Cherryfield Properties, LLC (Book 4023, Page 074), a distance of 1,450 feet, more or less;

**THENCE**, N 63°47'34" E, a distance of 3,500 feet, more or less, to the Township 18 MD BPP / Township 19 MD BPP boundary;

**THENCE**, S 56°10'47" E, a distance of 10,400 feet;

**THENCE**, S 17°49'51" E, a distance of 7,400 feet, more or less, to the Township 19 MD BPP / Town of Columbia Falls boundary;

**THENCE**, westerly, along the TWP 19 MD BPP / Town of Columbia Falls boundary and continuing along the Township 19 MD BPP / Town of Columbia boundary, a distance of 3,300 feet, more or less;

**THENCE**, northerly, along a line extending southerly from and abutting the easterly boundary of Lots 8, 8.1, 8.2, 7.3, 7.1, 6, and 5 as depicted on a plan entitled "Township 19 Middle Division – Washington County, Maine – as explored summer, 1958", prepared by James W. Sewall Company, dated August, 1959, and revised in 1995, a distance of 8,360 feet, more or less, to the northeast corner of said Lot 5, being land now or formerly Kenneth Oliver, III as described in a deed dated January 24, 2006 and recorded in Book 3123, Page 260 of the WCRD;

**THENCE**, westerly, along the northerly line of said land of Oliver (Book 3123, Page 260), a distance of 5,280 feet, more or less, to the Township 18 MD BPP / Township 19 MD BPP boundary;

**THENCE**, N 63°26'22" W, a distance of 15,100 feet;

**THENCE**, S 78°34'54" W, a distance of 5,500 feet;

**THENCE**, N 33°05'06" W, a distance of 4,020 feet;

**THENCE**, N 9°34'24" E, a distance of 2,500 feet;

**THENCE**, N 44°44'53" W, a distance of 2,400 feet;

**THENCE**, S 25°25'53" W, a distance of 16,090 feet, more or less, to the confluence of Bog Stream and Pleasant River;

**THENCE**, generally westerly, along the thread of Bog Stream, a distance of 3,700 feet, more or less, to the Town of Deblois / Township 18 MD BPP boundary;

**THENCE**, northerly, along the Town of Deblois / Township 18 MD BPP boundary, a distance of 12,950 feet, more or less, to the common corner of the Town of Deblois, the Town of Beddington, Township 18 MD BPP, and Township 24 MD BPP;

**THENCE**, northerly, along the Town of Beddington / Township 24 MD BPP boundary, a distance of 21,050 feet, more or less, to the **POINT OF BEGINNING**.

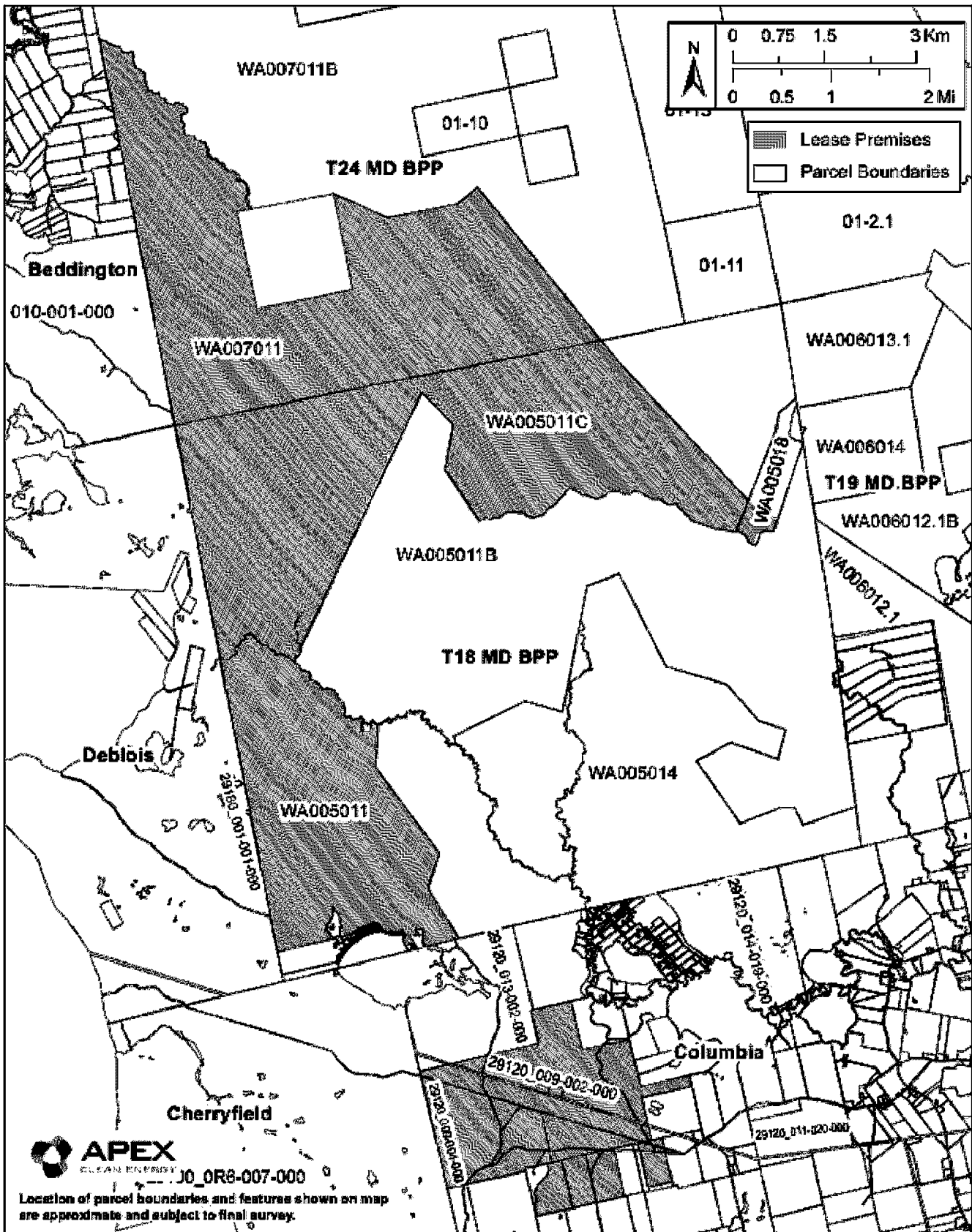
**SUBJECT TO** any rights held by others to various roads crossing the above described area.

Bearings refer to Grid North, Maine East Zone (NAD83).

The above described area of Tract 11 encompasses 11,890 acres, more or less.

Washington County Parcel IDs:      WA005011 (6,641 acres)  
   WA006012.1 (1,022 acres)  
   WA007011 (4,227 acres)

**EXHIBIT A-1**  
**PREMISES**



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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF WIND ENERGY LEASE ("**Memorandum**") is made and entered into as of the 10 day of April, 2019, by and between Brett M. Cox, Trustee under Revocable Trust Agreement of Brett M. Cox Dated December 5, 2003 and Elaine A. Carey, Trustee under Revocable Trust Agreement of Elaine A. Carey Dated May 5, 2015 (collectively, "**Landlord**") with a tax mailing address of 30145 Bayshore Road, Ocean View, DE 19970, and Downeast Wind , LLC, a Delaware limited liability company, ("**Tenant**") with a tax mailing address of c/o Apex Clean Energy, Inc., Court Square Building, 310 4th Street NE, Suite ~~300~~, Charlottesville, Virginia 22902.

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

*eme  
lll*

This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**



IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

By: Brett M. Cox TRUSTEE  
Name: Brett M. Cox, Trustee under Revocable Trust Agreement of Brett M. Cox Dated December 5, 2003

STATE OF Delaware  
COUNTY OF Sussex SS.

The foregoing instrument was acknowledged before me this 4th day of April, 20 19, by Brett M. Cox, Trustee under Revocable Trust Agreement of Brett M. Cox Dated December 5, 2003, to be his free act and deed.

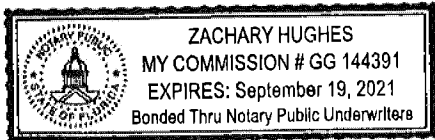
Brenda L. Richards  
Signature of Notary or Authorized Official  
BRENDA L. RICHARDS  
~~NOTARY PUBLIC~~  
STATE OF DELAWARE  
My commission expires: My Commission Expires on June 15, 2019

[Notarial Seal]

By: Elaine A. Carey, Trustee  
Name: Elaine A. Carey, Trustee under Revocable Trust Agreement of Elaine A. Carey Dated May 5, 2015

STATE OF FL  
COUNTY OF Sumter SS.

The foregoing instrument was acknowledged before me this 10 day of April, 20 19, by Elaine A. Carey, Trustee under Revocable Trust Agreement of Elaine A. Carey Dated May 5, 2015, to be her free act and deed.



Zachary Hughes  
Signature of Notary or Authorized Official  
Notary  
Title (and Rank)  
My commission expires: 9/19/2021

[Notarial Seal]

Memorandum of Lease (07/11/16)  
County/State: Washington County, Maine  
Project Name: Downeast Wind, LLC

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine Wolanski

Name: Jeanine G. Wolanski

Title: VP of Land Management

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2 day of May, 2019 by Jeanine Wolanski as the VP of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

Elisabeth Jacobs

Notary Public

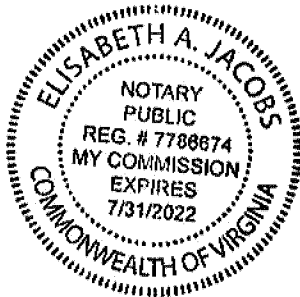


EXHIBIT A

## LEGAL DESCRIPTION

All that real property located in Township 24, Middle Division, Washington County, Maine, more fully described as follows:

Lot 2, Township 24, Middle Division, Washington County, State of Maine, containing 590 acres as shown on plan entitled "Township 24, Middle Division, Washington County, Maine, James W. Sewall Company, Old Town, Maine, July 1959 as explored Spring 1958 - Revised 1981" and filed with the Maine State Archives as WA 7 Plan 1 Twp. 24 MD Washington County, being a part of Section 26, Township 24, Middle Division, Washington County, being more particularly described as follows:

Commencing at a found wood post representing the Southwest corner of Township 24; thence along the South line of Township 24, S 83°12'40" E a distance of 5392 feet, 2 said point being N 83°12'40" W a distance of 27.686 feet from a found granite monument representing the Southeast corner of Township 24; thence N 06°47'20" E a distance of 5280 feet to a #4 rebar set at the true point of beginning for the property being described, said rebar representing the Southwest corner of Section 26 as agreed upon and shown on a plan titled "Standard Boundary Survey for Elmer Cox, Mary Morrison and Cherryfield Foods, Section 26, Township 24 MD BPP, Washington County", dated October 30, 1998, revised March 20, 1999, prepared by David Pooler, PLS #2094, said plan recorded in The Washington County Registry of Deeds; thence along the Westerly line of Section 26, N 06°47'20" E a distance of 1000.0 feet to a #4 rebar set; thence continuing N 06°47'20" E a distance of 826.0 feet, more or less, to the center of the Pleasant River; thence Northeasterly along the center of the Pleasant River a distance of 4550 feet, more or less, to the North line of Section 26; thence along the North line of Section 26, S 83°12'40" E a distance of 348.8 feet, more or less, to a #4 rebar set at the edge of the River marsh; thence S 83°12'40" E a distance of 4165.2 feet to a #4 rebar set at the Northeast corner of Section 26; thence S 6°47'20" W a distance of 5280.0 feet to a #4 rebar set at the Southeast corner of Section 26 at the top of Beech Hill; thence N 83°12'40" W a distance of 5280.0 feet to the point of beginning. Containing 590 acres.

The above description was prepared by David B. Pooler, PLS #2094 of Holden, Maine. The above described lot being shown on the plan prepared by David Pooler as mentioned above. Said plan recorded in the Washington County Registry of Deeds ( Plan - C - 3 - Draw 10 - #19). Hearings referenced herein are magnetic of June 1998.

Washington County Parcel ID: 298220001-3 ( 590 acres)

Deed Reference: Book 4204, Page 183 of the Washington County Registry of Deeds

Memorandum of Lease (07/11/16)  
County/State: Washington County, Maine  
Project Name: Downeast Wind, LLC

*BMC*  
Page 5 of 5 *llc*

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 24th day of October, 2013, by and between Richard M. Meserve and Joan F. Meserve, as Trustees of Meserve Family Realty Trust under Declaration of Trust dated October 5, 1995 ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

Meserve Family Realty Trust, dated October 5, 1995

By: Richard M. Meserve, Trustee  
Richard M. Meserve, Trustee

STATE OF Maine  
COUNTY OF Washington ss.

The foregoing instrument was acknowledged before me this 24 day of October, 2013, by Richard M. Meserve, Trustee, to be his free act and deed.



Karie Cramer  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: June 26, 2016

STATE OF Maine  
COUNTY OF Washington ss.

By: Joan F. Meserve, Trustee  
Joan F. Meserve, Trustee

The foregoing instrument was acknowledged before me this 24 day of October, 2013, by Joan F. Meserve, Trustee, to be her free act and deed.



Karie Cramer  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: June 26, 2016

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2013 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his free act and deed.

*Jeanine G. Wolanski*  
Notary Public



Jeanine G. Wolanski  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 7066537  
My Commission Expires  
September 30, 2014

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Washington County, Maine, more fully described as follows:

**A certain lot or parcel of land situated in Columbia, County of Washington, State of Maine, and bounded and described as follows:**

**The Steep Gully Lot, so-called, situated in Columbia, County of Washington, State of Maine, containing sixty (60) acres, more or less. Said lot begins at the Northwest corner of Lot #61 of the Plan and Survey of Ichabod Bucknam; and thence South one hundred sixty (160) rods; thence East sixty (60) rods; thence North one hundred sixty (160) rods; thence West sixty (60) rods to the point of beginning, being Lot #61 of said survey.**

**Being the same premises described in the deed from Frye Realty Trust to Richard M. Meserve and Joan F. Meserve, dated May 31, 1985, recorded in Washington County Registry of Deeds in Book 1328, Page 248.**

AND:

**A certain lot or parcel of land together with buildings thereon, situated in Columbia, Washington County, State of Maine, known as the Myer's Pond Lot, containing one hundred fifty-two (152) acres, more or less, and being the camp lot of Richard and Joan Meserve. Said lot begins at the Northeast corner of Lot 59 of Plan and Survey of Ichabod Bucknam; and thence North one hundred forty-five (145) rods; thence West one hundred sixty-eight (168) rods; thence South one hundred forty-five (145) rods; thence East one hundred sixty-eight (168) rods to the point of beginning.**

**Also conveying all of the Grantors' right, title, and interest in and to a right of way for all purposes of a way over and upon the El Meadow Road, so-called, and other branch roads from El Meadow Road which lead to the above lot, being the same parcel and right of way excepted and reserved in the deed from Frye Realty Company to Oxford Frozen Foods, Ltd., dated June 30, 1982, and recorded in Washington County Registry of Deeds in Book 1144, page 88.**

Deed Reference: Book 2101, Page 294 of the Washington County Registry of Deeds

Received  
Recorded Register of Deeds  
Apr 29, 2014 11:22:58A  
Washington County  
Sharon D. Strout

Memorandum of Lease  
County/State: Washington County, Maine  
Project Name: Downeast Wind, LLC



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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 23<sup>rd</sup> day of August, 2016, by and between Joseph E. Bonardi and Bertha M. Bonardi, Co-Trustees of the Joseph E. Bonardi and Bertha M. Bonardi Revocable Trust ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

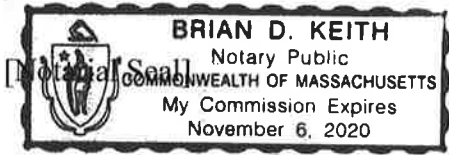
Joseph E. Bonardi and Bertha M. Bonardi  
Revocable Trust

By: Joseph E. Bonardi  
Joseph E. Bonardi, Co-Trustee

STATE OF Massachusetts  
COUNTY OF Worcester ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2016, by Joseph E. Bonardi, Co-Trustee of the Joseph E. Bonardi and Bertha M. Bonardi Revocable Trust, to be his/her free act and deed.

Brian D. Keith  
Signature of Notary or Authorized Official  
Asst MGR  
Title (and Rank)  
My commission expires: 11-6-2020

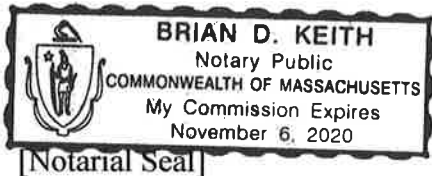


By: Bertha M. Bonardi  
Bertha M. Bonardi, Co-Trustee

STATE OF Massachusetts  
COUNTY OF Worcester ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2016, by Bertha M. Bonardi, Co-Trustee of the Joseph E. Bonardi and Bertha M. Bonardi Revocable Trust, to be his/her free act and deed.

Brian D. Keith  
Signature of Notary or Authorized Official  
Asst MGR  
Title (and Rank)  
My commission expires: 11-6-2020



**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Mark W. Goodwin*

Name: Mark W. Goodwin

Title: President

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

*Theresa Anne Harriott*

Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Columbia Township, Washington County, Maine, more fully described as follows:

Beginning at a stone on the South side of the Epping Road on B. B. Tibbetts line and running North on said line about one hundred and eighty rods to the Great Heath, thence by said Great Heath westerly to the North line of the said lot herein conveyed, which is the South line of the Duck Pond lot, so-called, thence westerly on said South line of said Duck Pond lot to the Northwest corner of this lot, to an iron stake in the ground; thence southerly on the West line of said lot, which is the East line of land of E. M. Frye, or unknown, two hundred rods, more or less, to a stone on the North side of said Epping Road, thence easterly by said road to the place of beginning, known as the Crandon lot. Containing eight-five (85) acres according to a survey performed by John Weisner, Registered Land Surveyor.

Washington County Parcel ID: 29120\_010-011-000 (85 acres)

Deed Reference: Book 3990, Page 74 of the Washington County Registry of Deeds

Received  
Recorded Register of Deeds  
Sep 30, 2016 10:57:48A  
Washington County  
Sharon D. Strout

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 11<sup>th</sup> day of April, 2016, by and between Charles E. Cashman, Jr. and Deborah F. Cashman, husband and wife ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Property") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to restore the Property and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

By: Charles E. Cashman Jr.  
Charles E. Cashman, Jr.

STATE OF Maine  
COUNTY OF Washington ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2011, by Charles E. Cashman, Jr., to be his/her free act and deed.



**SEAL**

Andrea M. Robinson  
Signature of Notary or Authorized Official

Andrea M. Robinson  
Title (and Rank)  
Notary Public, State of Maine  
My commission expires:  
April 17, 2022

By: Deborah F. Cashman  
Deborah F. Cashman

STATE OF Maine  
COUNTY OF Washington ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2011, by Deborah F. Cashman, to be his/her free act and deed.



**SEAL**

Andrea M. Robinson  
Signature of Notary or Authorized Official

Andrea M. Robinson  
Title (and Rank)  
Notary Public, State of Maine  
My commission expires:  
April 17, 2022



**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Gordon J. Trowsdale*

Name: Gordon J. Trowsdale

Title: Chief Financial Officer

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11 day of April, 2016 by Gordon J. Trowsdale as the CFO for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.



Julie Annette Garrou  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #7514055  
My Commission Expires  
June 30, 2016

*Julie Annette Garrou*  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Columbia Township, Washington County, Maine, more fully described as follows:

a certain lot or parcel of land situated in the town of Columbia, County of Washington and State of Maine bounded and described as follows: On the South by land of H.M. Leighton; on the West by land of O.S. Plummer; on the North by land of E.M. Frye & Co.; on the East by land of John Magee and the town road leading to Harrington and Epping Plains, so called, containing sixty (60) acres, more or less.

Being a portion of the same premises conveyed by deed of Frye Realty Company dated July 25, 1953 and recorded in Washington County Registry of Deeds in Vol. 512 P.595.

Washington County Parcel ID: 010-009 (7.0 acres)  
Washington County Parcel ID: 010-010 (60.0 acres)

Deed Reference: Book 1759, Page 119 of the Washington County Registry of Deeds

Received  
Recorded Register of Deeds  
May 13, 2016 11:26:18A  
Washington County  
Sharon D. Strout

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 3<sup>rd</sup> day of August, 2016, by and between Michael W. Plummer and Marion R. Plummer, husband and wife ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

LANDLORD:

By: Michael W. Plummer  
Michael W. Plummer

STATE OF Maine ss.  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 3 day of August, 20 16, by Michael W. Plummer, to be his/her free act and deed.



SEAL

Karrie Cramer  
Signature of Notary or Authorized Official  
Karrie Cramer  
Title (and Rank) Notary Public  
My commission expires State of Maine  
**My Commission Expires:**  
June 26, 2023

By: Marion R. Plummer  
Marion R. Plummer

STATE OF Maine ss.  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 3 day of August, 20 16, by Marion R. Plummer, to be his/her free act and deed.



SEAL

Karrie Cramer  
Signature of Notary or Authorized Official  
Karrie Cramer  
Title (and Rank) Notary Public  
My commission expires State of Maine  
**My Commission Expires:**  
June 26, 2023

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Mark W. Goodwin*

Name: Mark W. Goodwin

Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

*Jeanine G. Wolanski*  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Columbia Township, Washington County, Maine, more fully described as follows:

**A certain lot or parcel of land situated in the Town of Columbia and being known as the Deering lot, so called, and bounded on the North, East and South by land owned or occupied now or formerly by E. M. Frye, and bounded on the West by land now or formerly of Howard Worcester's heirs, and containing one hundred (100) acres, more or less.**

Washington County Parcel ID: 010-007-000 (65.0 acres)  
Washington County Parcel ID: 010-008-000 (35.0 acres)

Deed Reference: Book 2019, Page 220 of the Washington County Registry of Deeds

Received  
Recorded Register of Deeds  
Sep 30, 2016 10:57:38A  
Washington County  
Sharon D. Strout

Prepared by and return to: Apex Clean Energy, Inc.; Court Square Building 310 4th Street NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

**WIND FARM PARTICIPATION AND SUPPORT AGREEMENT  
AND EASEMENT**

This Wind Farm Participation and Support Agreement and Easement (this “**Agreement**”), is dated and effective as of May 5, 2018 (“**Effective Date**”), by and between **Sandra J. Brown** (“**Owner**”) and **Downeast Wind, LLC**, a Delaware limited liability company (“**Grantee**”).

**RECITALS:**

A. Owner is the owner of that certain tract of real property located in Washington County, Maine, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”);

B. Grantee has acquired, or will acquire from time to time after the date of this Agreement, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the “**Wind Farm Property**”) for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines (“**Wind Turbines**”), electrical distribution and transmission facilities and related roads and facilities (collectively, the “**Windpower Facilities**”);

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Washington County, Maine (the “**Wind Farm**”) in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a “**Phase**”) that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its sole and absolute discretion.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby grants, with quitclaim covenant, an easement to Grantee as follows:

1. **Sound Level Limits Waiver.**



1.1 To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, maximum sound limits resulting from routine operation of Windpower Facilities, Owner hereby waives any and all such sound level limit requirements as they apply to the Property (the "**Sound Level Limit Waiver**"); provided however, Grantee shall operate the Windpower Facilities in such a manner that the sound levels resulting from routine operations of the Windpower Facilities between 7:00 p.m. and 7:00 a.m. shall not exceed 50 dBA (as measured in accordance with Maine Department of Environmental Protection (MDEP) prescribed standards) within five hundred feet (500') of any existing residence's living and sleeping quarters. For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Windpower Facilities on the Property.

1.2 If requested by Grantee, Owner shall execute and deliver to Grantee one or more separate setback waivers and/or easements evidencing the intent of this Section 1, in a form provided by Grantee, which Grantee may then record at its expense.

2. **Term of Agreement.** This Agreement shall be for an initial period ("**Development Period**") commencing on the Effective Date and continuing for a period of seven (7) years. If, at any time during the Development Period, (i) the Commercial Operations Date (as defined below) for a Phase that includes the Property occurs, or (ii) Grantee notifies Owner in writing of Grantee's decision to extend the term of this Agreement, then the Development Period shall end and the term of this Agreement shall automatically be extended for a period of thirty (30) years (such period, the "**Operation Period**"). Unless earlier terminated, Grantee shall have the sole right and option to extend the Operation Period for two additional ten (10) year terms (each an "**Extension Period**") commencing on the last day of the Operation Period or the tenth (10<sup>th</sup>) anniversary of such day, respectively, upon at least thirty (30) days' written notice to Owner. The Development Period, the Operation Period and either or both Extension Periods are collectively referred to in this Agreement as the "**Term.**" Notwithstanding the foregoing, in no event shall the Term of this Agreement be longer than the longest period permitted by law. The "**Commercial Operations Date**" means the date that Wind Turbines representing at least ninety percent (90%) of the Wind Turbines for a Phase that includes the Property commence operation by delivering commercial quantities of electricity to the electric utility grid.

3. **Termination.** Grantee shall have the right throughout the Term to terminate this Agreement as to all or any part of the Property upon thirty (30) days prior written notice to Owner.

4. **Consideration.** As consideration for the rights granted herein, Grantee shall make payments to Owner during the Period as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in Section 10 below.

5. **Authority.** Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights and easements granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Agreement as Owner. There are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease, or other interests in (or exceptions to) Owner's fee title ownership of the Property which are not recorded in the public records of the county in which the Property is located.

6. **Assignment.** Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or

nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in this Agreement and its rights under this Agreement to any entity (a “**Lender**”) without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee’s interest subject to the lien of Lender’s mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

7. **Reasonable Assistance.** Owner agrees to use all reasonable efforts to assist Grantee in complying with any applicable laws, codes and statutes concerning the placement of Windpower Facilities on the Wind Farm Property. Owner agrees to promptly evidence its consent, in writing or as otherwise required, allowing Grantee to place Windpower Facilities on the Wind Farm Property, as may be required or requested by any agency or entity asserting jurisdiction, authority or an interest in any issues concerning or in any way affecting placement of Windpower Facilities on the Wind Farm Property. Owner consents to allowing Grantee to act on Owner’s behalf to evidence Owner’s consent as set forth in this Agreement. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time. Owner waives any and all claims against Grantee related to or arising out of the Wind Farm. Owner agrees to support and not object to the Wind Farm and to use reasonable efforts to assist Grantee’s reasonable requests. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Windpower Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns.

8. **Events of Default.** Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

- (a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee’s receipt of written notice from Owner; and
- (b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice.** All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement (“**Notices**”) shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Sandra Brown  
17 Stone St.  
Brunswick, ME 04011  
Telephone: 207-844-4202

If to Grantee:

Downeast Wind, LLC  
c/o Apex Clean Energy, Inc.  
Attention: Land Manager  
Court Square Building  
310 4<sup>th</sup> Street NE, Suite 200  
Charlottesville, VA 22902  
Phone: (434) 220-7595 Fax: (434) 220-3712

Grantee shall not be required to make any payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording.** Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality.** Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, personal representatives, successors and assigns. The burden of the easements, rights and covenants

hereby granted (including the right to receive payments as set forth in the Fee Schedule) run with the Property and shall pass automatically to successor owners of the Property or any part thereof. The benefit of the easements and rights and covenants hereby granted and agreed to are appurtenant to and shall benefit the interests of Grantee in the Wind Farm Property, provided that notwithstanding the foregoing, the benefit hereunder shall further be held in gross by Grantee. The benefit of this easement and the rights and covenants hereby granted may further from time to time, at the option of Grantee be further transferred in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee in gross or appurtenant to real estate interests. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Maine, excluding the choice of law provisions thereof. This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto.

*[signature pages follow]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have signed this Agreement on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

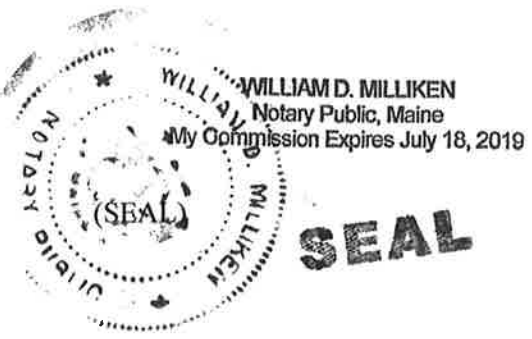
**OWNER**

By: *Sandra J. Brown*  
Name: Sandra J. Brown

STATE OF MAINE

COUNTY OF SUMBERLAND

The foregoing instrument was acknowledged before me this 5 day of MAY 2018 by Sandra J. Brown.



*William D. Milliken*  
Notary Public  
William D. Milliken  
Typed or Printed  
7/18/19  
Commission Expiration Date

**GRANTEE**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2018 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

Theresa Anne Harriott  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

All that real property located in Columbia, Washington County, Maine, more fully described as follows:

**A certain lot or parcel of land and the buildings thereon, situated in Columbia, Washington County, State of Maine, bounded and described as follows:**

**Beginning at the Northwest corner of Lot #64, according to Bucknum Plan; thence, South by land of Jasper Wyman & Son to land formerly of Bertha Plummer, or the Southwest Corner of Lot #64, according to said plan; thence, East by said Plummer's land to Hog Ravine, so-called; thence, Northerly by said ravine and land of the John Plummer heirs to the land of the devisees of George Frye; thence, West by land of said Frye to point of beginning, containing thirty-five (35) acres, more or less.**

**Being the same premises conveyed to the Grantor herein and Frederick Brown by deed of Camille J. Plummer dated September 24, 1970 and recorded in the Washington County Registry of Deeds in Book 681, Page 548. The said Frederick Brown is deceased and the Grantor makes this conveyance as surviving joint tenant.**

Washington County Parcel ID: 29120\_005-006-000 (35 acres)

Deed Reference: Book 3688, Page 9 of the Washington County Registry of Deeds.

Received  
Recorded Register of Deeds  
Jun 11, 2018 12:14:50P  
Washington County  
Sharon D. Strout

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 6 day of May, 2014, by and between Robert M. Widdows, a single person ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Property") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Property for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.



4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Property for eighteen (18) months following termination to restore the Property and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

By: Robert M. Widdows  
Robert M. Widdows

STATE OF Florida  
COUNTY OF Charlotte ss.

The foregoing instrument was acknowledged before me this 6 day of May, 2016, by Robert M. Widdows, to be his/her free act and deed.

T. Jean Todaro  
Signature of Notary or Authorized Official  
NOTARY T. JEAN TODARO.  
Title (and Rank)  
My commission expires: NOV 19 2016

[Notarial Seal]



**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Mark W. Goodwin*

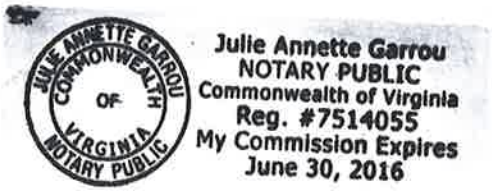
Name: Mark W. Goodwin

Title: President

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.



*Julie Annette Garrou*  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Columbia Township, Washington County, Maine, more fully described as follows:

**Bounded on the north by said town road leading from Epping Upper Corner, so-called, to Cherryfield; on the East by the Leighton Lot, so-called, and land formerly owned by the late Rowland Nash; on the South by land of Moses Nash; and on the West by the town road leading from above mentioned town road to Harrington village containing seventy (70) acres, more or less.**

Washington County Parcel ID: 010-016 (70.0 acres)

Deed Reference: Book 1478, Page 39 of the Washington County Registry of Deeds

Received  
Recorded Register of Deeds  
Jul 14, 2016 10:40:17A  
Washington County  
Sharon D. Strout

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 15<sup>th</sup> day of NOVEMBER, 2013 by and between Ronald C. Ramsay and Tracy A. Ramsay, husband and wife ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

By: Ronald C. Ramsay  
Ronald C. Ramsay

STATE OF Maine  
COUNTY OF Washington ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2013, by Ronald C. Ramsay, a married person, to be his free act and deed.



Dawn R. Fickett  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: 9/26/16

STATE OF Maine  
COUNTY OF Washington ss.

By: Tracy A. Ramsay  
Tracy A. Ramsay

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2013, by Tracy A. Ramsay, a married person, to be her free act and deed.



Dawn R. Fickett  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: 9/26/16

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2013 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his free act and deed.

*Jeanine G. Wolanski*  
Notary Public



Jeanine G. Wolanski  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 7066537  
My Commission Expires  
September 30, 2014



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Columbia, Washington County, Maine, more fully described as follows:

A certain lot or parcel of land, being a part of the "Duck Pond Lot" so-called, situated in Columbia, Washington County, Maine, bounded and described as follows, to wit:

Beginning at an iron pipe set in the ground on the West line of said Duck Pond lot forty-two rods North on said West line from the Southwest corner of said Duck Pond Lot; thence South eighty-two degrees and forty-five minutes East to a corner stake set at the Westerly edge of the small pond that is located near but Southerly of the Silica Pond, so-called, thence North seventy-five degrees and forty-five minutes East to the Great Heath, so-called; thence Northerly by the said Great Heath to the center of the outlet from said Silica Pond; thence Southerly by the center of said outlet to the North line of the land of said Lillian Donovan and Edgar V. Donovan, the North line of the lot herein conveyed; thence North eighty-three degrees west to a pine stake set in the ground one rod West of the shore of the said outlet and two rods North of the North shore of said Silica Pond; thence continuing the same course to a corner stake set in the ground eighty-four rods North of the Southwest corner of said Duck Pond Lot; thence South forty-two rods by the West line of said lot to the point of beginning.

Being the Northern part of the premise conveyed to Lillian Donovan and Edgar V. Donovan by Blanche M. Hart by her deed dated December 1, 1936, and recorded in Washington County Registry of Deeds in Book 414, Page 539 also the same premises conveyed by Etta Magee by her deed recorded in Book 410, Page 529.

Also conveying a right of way across the southern part of said premises conveyed by the said Blanche M. Hart, and said Etta Magee.

**EXCEPTING AND RESERVING**, however, from the said conveyance the two ponds or parts thereof located within the bounds of the lot herein described and the land now flowed by said ponds, together with all rights heretofore excepted and reserved by prior grantors to use the whole or any part of the shore land bordering said ponds, for the sole purpose of erecting buildings to be used only in removing Silica, or whatever deposit said ponds may contain, together with a right of way across for ingress and egress during operations, or prospecting, subject only to the exclusive right of the Grantees to use the shore lands when and as long as they are not employed by the said prior grantors, their heirs or assigns for the purpose herein before stated.

Deed Reference: Book 2266, Page 312 of the Washington County Registry of Deeds

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Court Square Building  
310 4<sup>th</sup> St. NE, Suite 300  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

#### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 31<sup>st</sup> day of July, 2020, by and between Ronald C. Ramsay and Tracy A. Ramsay, husband and wife (collectively, "Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This

Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

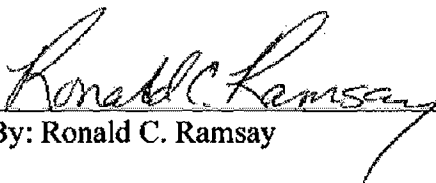
6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**LANDLORD:**

  
By: Ronald C. Ramsay

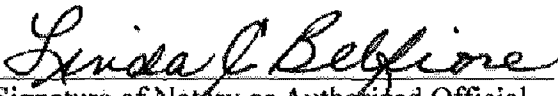
STATE OF Maine  
COUNTY OF Washington ss.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2020, by Ronald C. Ramsay, to be his free act and deed.



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

[Notarial Seal]

  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: 8/1/2023

STATE OF Maine  
COUNTY OF Washington ss.


The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2020, by Tracy A. Ramsay, to be her free act and deed.



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

[Notarial Seal]

  
By: Tracy A. Ramsay

  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: 8/1/2023

Memorandum of Lease (07/11/16)  
County/State: Washington County, Maine  
Project Name: Downeast Wind, LLC

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3 day of September, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

Elizabeth Joan Daly  
Notary Public

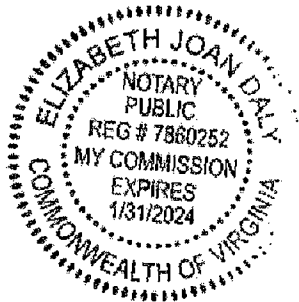


EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Columbia, Washington County, Maine, more fully described as follows:

**BEGINNING** at a point on the southerly line of the lot herein conveyed which is also the northwest corner of the parcel of land described in a deed from Charles A. Naugle et ux to Vernon E. Pettigrew et als dated May 12, 1976 and recorded in Book 923, Page 251 of the Washington County Registry of Deeds and which point is marked by an iron pipe and stones; thence continuing S 82° E along the northerly line of said Naugle lot a distance of 664' to a spruce post driven into the ground at the edge of the Great Heath; thence turning and running in a generally northeasterly direction along the westerly edge of the Great Heath 2,250', more or less to a spruce post driven into the ground; thence turning and running S 75° 25' W passing through old stone piles 1,141.21' to a small oak tree; thence turning and running S 74° 20' W passing through two silica ponds 1,162.7' to a post driven into the ground; thence turning and running N 84° 10' W passing through two iron pipes 1,647.5' to an iron pipe driven into the ground; thence turning and running S 8° 10' W along the easterly line of the Frye lot 695' to an iron pipe driven into the ground; thence turning and running S 82° 6' E passing through a series of iron pipes driven into the ground 2,724.5' to the first mentioned iron pipe and stones and place of beginning.

Deed Reference: Book 2996, Page 4648 of the Washington County Registry of Deeds

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, Virginia 22902  
Attention: Eugene Lerman, Esq.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the 1<sup>st</sup> day of September, 2016, by and between Jeffrey M. Strout ("Landlord") and Downeast Wind, LLC, a Delaware limited liability company ("Tenant").

1. Lease. For the term and upon the provisions set forth in that Wind Energy Lease of even date herewith (the "Effective Date") between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for wind energy purposes, that certain real property (the "Premises") located in Washington County, Maine, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease. Pursuant to the Lease, Tenant has the sole and exclusive rights to use the Premises for wind energy purposes.

2. Term. The term of the Lease shall expire seven (7) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional thirty (30) year term, with the further option to extend the term for two (2) additional ten (10) year terms.

3. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control. This Memorandum shall continue to constitute notice of the Lease and all amendments thereto, even if the Lease is subsequently amended.

4. Successors and Assigns. The covenants, conditions and restrictions contained in the Lease shall run with the land and be binding on the successors and assigns of both Landlord

and Tenant. Tenant and any transferee shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Premises or the wind facilities to any person or entity without the consent of Landlord.

5. Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Premises at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Premises and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal property of Tenant, whether arising at law or in equity, including any rights Landlord may have under 10 M.R.S.A. Section 3451.

6. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Premises, or a portion thereof, separate from fee title to such real property, without Tenant's consent which Tenant may withhold in its sole discretion.

7. Right of Reentry. Upon expiration or termination of the Term, Tenant shall have a license to enter onto the Premises for eighteen (18) months following termination to restore the Premises and for other activities as set forth in the Lease.

**The remainder of this page is intentionally blank.**



IN WITNESS WHEREOF, and intending to be legally bound hereby, Tenant and Landlord have caused this Memorandum to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

LANDLORD:

By: Jeff Strout  
Jeffrey Strout

STATE OF Maine ss.  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 1st day of September, 2016, by Jeffrey Strout, to be his/her free act and deed.

Linda C. Belfiore  
Signature of Notary or Authorized Official  
Notary Public  
Title (and Rank)  
My commission expires: 8/1/2023

[Notarial Seal]



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, to be his/her free act and deed.

\_\_\_\_\_  
Signature of Notary or Authorized Official  
\_\_\_\_\_  
Title (and Rank)  
My commission expires: \_\_\_\_\_

[Notarial Seal]

**TENANT:**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: 

Name: Mark W. Goodwin

Title: President

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property located in Columbia Township, Washington County, Maine, more fully described as follows:

Tract 1:

North by land of B. B. Tibbetts; East by land of H. L. Worcester;  
South by land of Richardson Brothers, et als; West by land of Moses Nash,  
containing thirty-six (36) acres, more or less.

Washington County Parcel ID: 29120\_010-023-000 (36 acres)

Deed Reference: Book 4036, Page 225 of the Washington County Registry of Deeds

Tract 2:

North by land of B. B. Tibbetts; East by land of Moses Nash; South  
by land formerly of Frye Realty Company; West by the Town Road, containing  
ten (10) acres, more or less.

Washington County Parcel ID: 29120\_010-021-00A (10 acres)

Deed Reference: Book 4036, Page 225 of the Washington County Registry of Deeds

Received  
Recorded Register of Deeds  
Dec 09, 2016 03:01:21P  
Washington County  
Sharon D. Strout

Prepared by and return to: Apex Clean Energy, Inc.; Court Square Building 310 4th Street NE, Suite 200; Charlottesville, VA 22902; Attn. Eugene Lerman, Esq.

**WIND FARM PARTICIPATION AND SUPPORT AGREEMENT  
AND EASEMENT**

This Wind Farm Participation and Support Agreement and Easement (this “**Agreement**”), is dated and effective as of February 20, 2018 (“**Effective Date**”), by and between **Gary E. Strout, Frank L. Thompson and Stephen E. Oliver** (collectively, “**Owner**”) and **Downeast Wind, LLC**, a Delaware limited liability company (“**Grantee**”).

**RECITALS:**

A. Owner is the owner of that certain tract of real property located in Washington County, Maine, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Property**”);

B. Grantee has acquired, or will acquire from time to time after the date of this Agreement, certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the “**Wind Farm Property**”) for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines (“**Wind Turbines**”), electrical distribution and transmission facilities and related roads and facilities (collectively, the “**Windpower Facilities**”);

C. Owner desires to participate in the wind farm project being developed by Grantee on the Wind Farm Property in Washington County, Maine (the “**Wind Farm**”) in accordance with the terms and conditions contained herein; and

D. The Wind Farm may be constructed and put into operation in one or more phases (each a “**Phase**”) that are distinguishable from the remainder of the Wind Farm, as determined by Grantee in its sole and absolute discretion.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby grants, with quitclaim covenant, an easement to Grantee as follows:

1. **Sound Level Limits Waiver.**

1.1 To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, maximum sound limits resulting from routine operation of Windpower Facilities, Owner hereby waives any and all such sound level limit requirements as they apply to the Property (the "**Sound Level Limit Waiver**"); provided however, Grantee shall operate the Windpower Facilities in such a manner that the sound levels resulting from routine operations of the Windpower Facilities between 7:00 p.m. and 7:00 a.m. shall not exceed 50 dBA (as measured in accordance with Maine Department of Environmental Protection (MDEP) prescribed standards) within five hundred feet (500') of any existing residence's living and sleeping quarters. For the avoidance of doubt, this Agreement does not grant to Grantee the right to construct Windpower Facilities on the Property.

1.2 If requested by Grantee, Owner shall execute and deliver to Grantee one or more separate setback waivers and/or easements evidencing the intent of this **Section 1**, in a form provided by Grantee, which Grantee may then record at its expense.

2. **Term of Agreement.** This Agreement shall be for an initial period ("**Development Period**") commencing on the Effective Date and continuing for a period of seven (7) years. If, at any time during the Development Period, (i) the Commercial Operations Date (as defined below) for a Phase that includes the Property occurs, or (ii) Grantee notifies Owner in writing of Grantee's decision to extend the term of this Agreement, then the Development Period shall end and the term of this Agreement shall automatically be extended for a period of thirty (30) years (such period, the "**Operation Period**"). Unless earlier terminated, Grantee shall have the sole right and option to extend the Operation Period for two additional ten (10) year terms (each an "**Extension Period**") commencing on the last day of the Operation Period or the tenth (10<sup>th</sup>) anniversary of such day, respectively, upon at least thirty (30) days' written notice to Owner. The Development Period, the Operation Period and either or both Extension Periods are collectively referred to in this Agreement as the "**Term.**" Notwithstanding the foregoing, in no event shall the Term of this Agreement be longer than the longest period permitted by law. The "**Commercial Operations Date**" means the date that Wind Turbines representing at least ninety percent (90%) of the Wind Turbines for a Phase that includes the Property commence operation by delivering commercial quantities of electricity to the electric utility grid.

3. **Termination.** Grantee shall have the right throughout the Term to terminate this Agreement as to all or any part of the Property upon thirty (30) days prior written notice to Owner.

4. **Consideration.** As consideration for the rights granted herein, Grantee shall make payments to Owner during the Period as set forth in the Fee Schedule attached hereto ("**Fee Schedule**"). The Fee Schedule shall be omitted from the recorded Agreement as provided in **Section 10** below.

5. **Authority.** Owner represents and warrants that it is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights and easements granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property have signed this Agreement as Owner. There are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease, or other interests in (or exceptions to) Owner's fee title ownership of the Property which are not recorded in the public records of the county in which the Property is located.

6. **Assignment.** Grantee shall have the right at any time, without need for Owner's consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in this Agreement and its rights under this Agreement to any entity (a "Lender") without the consent of Owner. Any Lender will have no obligations under this Agreement until such time as it exercises its rights to acquire Grantee's interest subject to the lien of Lender's mortgage by foreclosure or otherwise or assumes the obligations of Grantee under this Agreement. So long as any mortgage with a Lender remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Property or a termination or release of this Agreement, without the prior consent of all Lenders. Owner, upon providing Grantee any notice of default under this Agreement, shall at the same time provide a copy of such notice to each Lender. Owner shall accept any performance by or at the instigation of any such Lender as if the same had been done by Grantee (but no Lender shall have any obligation to remedy or cause the remedy of any default).

7. **Reasonable Assistance.** Owner agrees to use all reasonable efforts to assist Grantee in complying with any applicable laws, codes and statutes concerning the placement of Windpower Facilities on the Wind Farm Property. Owner agrees to promptly evidence its consent, in writing or as otherwise required, allowing Grantee to place Windpower Facilities on the Wind Farm Property, as may be required or requested by any agency or entity asserting jurisdiction, authority or an interest in any issues concerning or in any way affecting placement of Windpower Facilities on the Wind Farm Property. Owner consents to allowing Grantee to act on Owner's behalf to evidence Owner's consent as set forth in this Agreement. Owner agrees to and shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request) and/or consents to assignment and/or non-disturbance agreements as Grantee or any Lender may reasonably request from time to time. Owner waives any and all claims against Grantee related to or arising out of the Wind Farm. Owner agrees to support and not object to the Wind Farm and to use reasonable efforts to assist Grantee's reasonable requests. In the event Owner has concerns or issues with regard to the construction, installation, maintenance, use or operation of Windpower Facilities, Owner agrees to have informal discussions with Grantee, including in-person meetings, for a period of thirty (30) days before pursuing other means to resolve the issues or concerns.

8. **Events of Default.** Each of the following shall constitute an event of default, which shall permit the non-defaulting party, at its discretion, to terminate this Agreement and/or pursue such other remedies as are available to it at law or in equity:

- (a) any failure by Grantee to pay any amount owed pursuant to Section 4 above if the failure to pay continues for thirty (30) days after Grantee's receipt of written notice from Owner; and
- (b) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect such cure so long as the defaulting party commences to cure within the thirty (30) day period and continuously and diligently pursues the cure to completion.

9. **Notice.** All notices, requests, demands, waivers, approvals, consents and other communications required or permitted by this Agreement ("Notices") shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:

Gary E. Strout  
752 Marshville Road  
Harrington, ME 04643  
Telephone: (207) 812-2522

If to Grantee:

Downeast Wind, LLC  
c/o Apex Clean Energy, Inc.  
Attention: Land Manager  
Court Square Building  
310 4<sup>th</sup> Street NE, Suite 200  
Charlottesville, VA 22902  
Phone: (434) 220-7595 Fax: (434) 220-3712

Grantee shall not be required to make any payment to Owner under this Agreement until such time as Owner has returned to Grantee a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record title to the Property. Any party may change its address for purposes of this paragraph by giving Notice of such change to the other parties in the manner provided in this paragraph. Any Notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such Notice is only mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date it is mailed.

10. **Recording.** Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located.

11. **Confidentiality.** Owner shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement, whether disclosed by Grantee or discovered by Owner, unless such information is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents. Owner shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this **Section 11** shall survive the termination or expiration of this Agreement.

12. **Legal Fees.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement or the enforcement or breach hereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable costs, expenses and attorneys' fees (including but not limited to those incurred at trial, on appeal and on petition for review).

13. **Binding Effect; Governing Law.** All the terms, conditions, covenants and other provisions contained in this Agreement, including benefits and burdens, shall be binding upon and shall run with the land and shall inure to the benefit of and be enforceable by Owner and Grantee, and their respective heirs, personal representatives, successors and assigns. The burden of the easements, rights and covenants

hereby granted (including the right to receive payments as set forth in the Fee Schedule) run with the Property and shall pass automatically to successor owners of the Property or any part thereof. The benefit of the easements and rights and covenants hereby granted and agreed to are appurtenant to and shall benefit the interests of Grantee in the Wind Farm Property, provided that notwithstanding the foregoing, the benefit hereunder shall further be held in gross by Grantee. The benefit of this easement and the rights and covenants hereby granted may further from time to time, at the option of Grantee be further transferred in whole or in part, and may be sold, leased, assigned, pledged, and mortgaged by Grantee in gross or appurtenant to real estate interests. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Maine, excluding the choice of law provisions thereof. This Easement shall extend to, be binding upon and shall inure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto.

*[signature pages follow]*



IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have signed this Agreement on the date set forth below the respective signatures of Owner and Grantee, effective as of the Effective Date.

OWNER

By: Gary E. Strout  
Name: Gary E. Strout

STATE OF Maine

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February 2018 by Gary E. Strout.

  
LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023  
(SEAL)

Linda C. Belfiore  
Notary Public  
Linda C. Belfiore  
Typed or Printed  
August 1, 2023  
Commission Expiration Date

**OWNER**

By:   
Name: Frank L. Thompson

STATE OF Maine


COUNTY OF Washington

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February 2018  
by Frank L. Thompson.



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

(SEAL)

  
Notary Public  
Linda C Belfiore  
Typed or Printed  
August 1, 2023  
Commission Expiration Date

**OWNER**

By: Stephen E. Oliver  
Name: Stephen E. Oliver

STATE OF Maine

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February 2018  
by Stephen E. Oliver.



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

(SEAL)

Linda C Belfiore  
Notary Public  
Linda C Belfiore  
Typed or Printed  
August 1, 2023  
Commission Expiration Date

**GRANTEE**

Downeast Wind, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2018 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his/her free act and deed.

*Theresa Anne Harriott*  
Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that real property located in Washington County, Maine, more fully described as follows:

All that parcel of land known as Ben Dorr Meadow on the Western side of the Pleasant River, said parcel of land being irregularly shaped, but generally in a rectangle being 640 feet along the river and 290 feet in depth, bounded and described as follows:

Bounded on the South, West and North by land of Pejepscot Paper Company and bounded on the East by the Pleasant River.

This conveyance is made TOGETHER WITH the right, privilege and easement of proper and reasonable ingress thereto and egress therefrom over lands now or formerly of Pejepscot Paper Company for the purpose of cutting and harvesting meadow grass on said meadow land.

MEANING AND INTENDING to convey and hereby conveying that portion of the Ben Dorr Meadow situated on the Westerly side of the Pleasant River.

MEANING AND INTENDING to convey and hereby conveying the same premises conveyed by Warranty Deed from LaForest E. Dorr & Virginia L. Dorr to Prescott D. Farren, Jr. dated December 1, 1983 recorded in the Washington County Registry of Deeds Book 1257, Page 215.

Washington County Parcel ID: WA005013.1 (4.26 acres)

Deed Reference: Book 3096, Page 63 of the Washington County Registry of Deeds.

Received  
Recorded Register of Deeds  
Apr 09, 2018 12:23:26P  
Washington County  
Sharon D. Strout

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Downeast Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, Virginia 22902  
Attention: Emily M. M. Carroll, Esq.

### MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This Memorandum of Purchase and Sale Agreement (“**Memorandum**”) is made as of this 16<sup>th</sup> day of February, 2021, by and between Elmer’s Seafood Shack, a Maine limited liability company (“**Seller**”), with a tax mailing address of 366 US Hwy 1, Columbia, Maine, and Downeast Wind, LLC, a Delaware limited liability company (“**Buyer**”), with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, Virginia 22902, who agree as follows:

**1. Option Term and Property.** Pursuant to a Purchase and Sale Agreement between Seller and Buyer of even date herewith (the “**Agreement**”), Seller and Buyer have entered into an agreement to sell and purchase that certain real property located in the Town of Columbia, Washington County, Maine, legally described on Exhibit A attached hereto and incorporated herein by this reference. Such sale and purchase is subject to the satisfaction or waiver of certain contingencies set forth in the Agreement (the “**Contingencies**”). The Contingencies are to be satisfied or waived in the sole discretion of the Buyer, which satisfaction or waiver will occur not later than two (2) years from the date of this Memorandum. Thereafter, the consummation of the sale and purchase will take place, if at all, within an additional period of time, not to exceed ten (10) days.

**2. Provisions Binding on Seller.** All of Seller’s covenants under the Agreement, both affirmative and negative, are intended to and shall bind Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns, and shall run with the land.

**3. Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. It shall not constitute an amendment or modification of the Agreement. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first above set forth.

**SELLER:**

**Elmer's Seafood Shack, LLC, a Maine Limited Liability Corporation**

By: [Signature]  
Name: Kimberly Bailey Look  
Title: Member

STATE OF MAINE

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2021, by Kimberly Bailey Look as the member of Elmer's Seafood Shack, LLC



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

[Signature]  
Signature of Notary or Authorized Official

[Notarial Seal]

My commission expires: 8/1/2023

By: [Signature]  
Name: Elmer Morris II  
Title: Member

STATE OF MAINE

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2021, by Elmer Morris II as the member of Elmer's Seafood Shack, LLC



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

[Signature]  
Signature of Notary or Authorized Official

[Notarial Seal]

My commission expires: 8/1/2023

By: Dale E. Look  
Name: Dale E. Look  
Title: Member

STATE OF MAINE  
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February,  
2021, by Dale E Look as the member of Elmer's Seafood Shack, LLC



LINDA C. BELFIORE  
Notary Public - State of Maine  
My Comm. Expires Aug. 1, 2023

Linda C. Belfiore  
Signature of Notary or Authorized Official

[Notarial Seal]

My commission expires: 8/1/2023



**BUYER:**

**DOWNEAST WIND, LLC**

By: Apex GCL, LLC, a Delaware limited liability company,  
its Sole Member

By: Apex Clean Energy Holdings, LLC a Delaware limited  
liability company, its Sole Member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4 day of March, 2021 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company.

*Elizabeth Joan Daly*  
Notary Public

(SEAL)



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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Downeast Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, Virginia 22902  
Attention: Emily M. M. Carroll, Esq.

### MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This Memorandum of Purchase and Sale Agreement (“**Memorandum**”) is made as of this 4<sup>th</sup> day of March, 2021, by and between **Cherryfield Properties, LLC**, a Maine limited liability company (“**Seller**”), with a tax mailing address of 4881 Main Street, Oxford, Nova Scotia, Canada B0M 1P0, and Downeast Wind, LLC, a Delaware limited liability company (“**Buyer**”), with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, Virginia 22902, who agree as follows:

1. **Option Term and Property.** Pursuant to a Purchase and Sale Agreement between Seller and Buyer of even date herewith (the “**Agreement**”), Seller and Buyer have entered into an agreement to sell and purchase a portion of that certain real property located in Columbia Township, Washington County, Maine, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Whole Property**”), said portion (the “**Property**”) depicted on Exhibit B attached hereto and incorporated herein by this reference, together with an easement for ingress to and egress from the across the real property depicted in Exhibit B. Such sale and purchase is subject to the satisfaction or waiver of certain contingencies set forth in the Agreement (the “**Contingencies**”). The Contingencies are to be satisfied or waived in the sole discretion of the Buyer, which satisfaction or waiver will occur not later than four (4) years from the date of this Memorandum. Thereafter, the consummation of the sale and purchase will take place, if at all, within an additional period of time, not to exceed fifteen (15) business days.

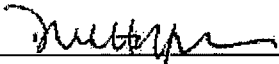
2. **Provisions Binding on Seller.** All of Seller’s covenants under the Agreement, both affirmative and negative, are intended to and shall bind Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns, and shall run with the land.

3. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Agreement. It shall not constitute an amendment or modification of the Agreement. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the date first above set forth.

**SELLER:**

**Cherryfield Properties, LLC, a Maine limited liability company**

By: 

Name: David Hoffman

Title: Vice President

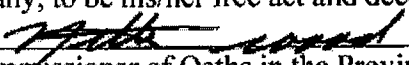
By: 

Name: Geoffrey C. Baldwin

Title: SECRETARY & TREASURER

PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March 2021, by DAVID HOFFMAN, Vice President for Cherryfield Properties, LLC, a Maine limited liability company, to be his/her free act and deed.


  
Commissioner of Oaths in the Province of  
Nova Scotia

[Seal]

My commission expires: March 3, 2022  
MILTON S. WOOD  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA  
COUNTY OF CUMBERLAND

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March 2021, by Geoffrey Baldwin, Secretary & Treasurer for Cherryfield Properties, LLC, a Maine limited liability company, to be his/her free act and deed.

  
Commissioner of Oaths in the Province of  
Nova Scotia

[Seal]

My commission expires: March 3, 2022  
MILTON S. WOOD  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**BUYER:**

**DOWNEAST WIND, LLC**

By: Apex GCL, LLC, a Delaware limited liability company,  
its Sole Member

By: Apex Clean Energy Holdings, LLC a Delaware limited  
liability company, its Sole Member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2021 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company.

*Donna Sharpe Linthicum*  
Notary Public

(SEAL)

**DONNA SHARPE LINTHICUM**  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 101812  
My Comm. Expires December 31, 2024

EXHIBIT A TO MEMORANDUMDESCRIPTION OF WHOLE PROPERTY

Beginning at the Northeast corner of lot numbered fifty-nine (59) on the plan and survey by Ichabod Bucknam; thence North one hundred forty-five (145) rods; thence West one hundred sixty-eight (168) rods; thence North one hundred and sixty (160) rods; thence West one hundred and sixty (160) rods; thence North one hundred sixty (160) rods; thence West one hundred twenty (120) rods to the Ingersoll lot; thence South one hundred (100) rods; thence West by the South line of the Ingersoll lot four hundred (400) rods to the East line of the Town of Cherryfield; thence South by said line three hundred seventy-six (376) rods to the land of William Freeman; thence East by said Freeman's North line two hundred sixty-two (262) rods; thence North ten (10) rods; thence East three hundred (300) rods to the Northwest corner of lot numbered sixty-one (61); thence South one hundred sixty (160) rods; thence East sixty (60) rods; thence North one hundred sixty (160) rods; thence east one hundred (100) rods to the Northwest corner of lot numbered fifty-nine (59); thence East by the North line of lot fifty-nine (59) one hundred and twenty-six (126) rods to the point of beginning. Containing one thousand seven hundred ninety (1,790) acres, more or less. The above courses are from the original survey.

EXCEPTING a certain lot or parcel of land together with buildings thereon known as the Myer's Pond Lot, containing one hundred fifty-two (152) acres, more or less, and being the camp lot of Richard and Joan Meserve. Said lot begins at the Northeast corner of Lot 59 of Plan and Survey of Ichabod Bucknam and thence North one hundred forty-five (145) rods; thence West one hundred sixty-eight (168) rods; thence South one hundred forty-five (145) rods; thence East one hundred sixty-eight (168) rods to the point of beginning.

EXCEPTING AND RESERVING also to Frye Realty Company, its successors and assigns forever, a right of way for all purposes of a way over and upon the El Meadow Road, so-called, and other branch roads from El Meadow Road which lead to the above excepted lot.

EXCEPTING ALSO the Steep Gully Lot, so-called, containing sixty (60) acres, more or less. Said lot begins at the Northwest corner of Lot 61 of Plan and Survey of Ichabod Bucknam and thence South one hundred sixty (160) rods; thence East sixty (60) rods; thence North one hundred sixty (160) rods; thence West sixty (60) rods to the point of beginning.

ALSO EXCEPTING the real estate conveyed by Frye Realty Company to Edna G. Frye by deed dated July 25, 1953 and recorded in Book 512, Page 595 of said Registry of Deeds.

The granted premises less the Myer's Pond Lot, the Steep Gully Lot and the Edna G. Frye Lot contain one thousand four hundred eighteen (1,418) acres, more or less.

Being the premises conveyed by a deed from Frye Realty Company to Oxford Frozen Foods Limited dated June 30, 1981 and recorded in said Registry of Deeds in Book 1144, Page 88.

Subject to the conditions regarding mineral rights set forth in said deed from Frye Realty Company to Oxford Frozen Foods Limited dated June 30, 1981 and recorded in said Registry of Deeds in Book 1144, Page 88.

Being a portion of the premises conveyed to Cherryfield Foods, Inc., formerly known as Cherryfield Holdings, Inc. by Cherryfield Holdings, Inc., formerly known as Cherryfield Foods, Inc. in a deed dated March 1, 1991 and recorded in Washington County Registry of Deeds in Book 1688, Page 338.

Subject to the rights and easements excepted and reserved in a deed from Lloyd H. Drisko to Thomas L. Worcester & Cheryl E. Worcester dated January 8, 1977 and recorded in the Washington County Registry of Deeds in Book 955, Page 53, to the extent that said rights and easements affect the rights and easements granted to Cherryfield Foods, Inc. by Abbott O. Greene and Nancy H. Greene by instrument dated January 31, 1990 and recorded in the Washington County Registry of Deeds in Book 1639, Page 121.

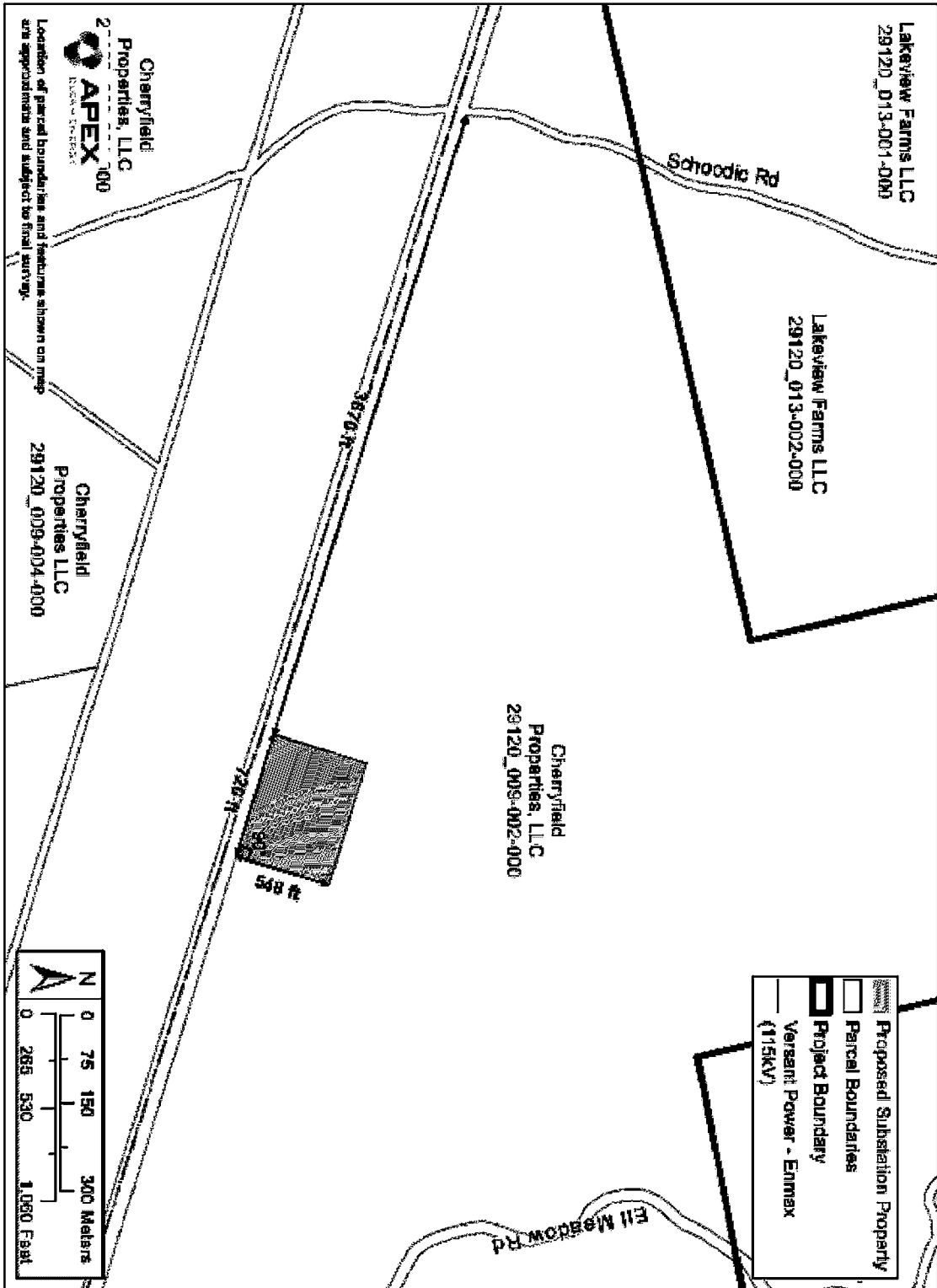
Subject to the rights and easements conveyed to Abbott O. Greene and Nancy H. Greene by deed of Cherryfield Foods, Inc. dated April 11, 1990 and recorded in said Registry of Deeds in Book 1644, Page 320, but together with the benefit of the condition regarding the use of said rights and easements set forth in said deed.

Washington County Parcel ID: 29120\_009-002-000 (1,744 acres)

Deed Reference: Book 3247, Page 238 of the Washington County Registry of Deeds

The Property is the portion of the Whole Property depicted below:

EXHIBIT B - PROPERTY



Prepared by and return to:  
Downeast Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street, NE, Suite 300  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.

## **GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES**

THIS GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR UNDERGROUND FACILITIES (this “Agreement”) is made as of the last date executed by a party hereto (the “Effective Date”) between **Lakeview Farm, LLC**, a Maine limited liability company (“Owner”), and **DOWNEAST WIND, LLC**, a Delaware limited liability company (“Grantee”). Owner is the sole owner of certain property located in Washington County, State of Maine, as more particularly described in Exhibit A attached hereto and made part hereof (the “Property”).

1. Grant of Underground Easement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by Owner, and subject to the terms and conditions stated in this Agreement, Owner hereby grants, conveys and warrants to Grantee and its successors and assigns, a non-exclusive easement (“Underground Easement”) along, under and across a portion of the Property hereafter defined as the “Easement Area,” for the right to construct, reconstruct, replace, remove, maintain, operate and use underground wires and cables for the transmission of electrical energy and/or for internal communication purposes only, and all necessary and proper appliances, fixtures and facilities for use in connection with said underground wires and cables along, under and across the Easement Area; together with a right-of-way on, along and in all of the lands located in the Easement Area. Said wires, cables, appliances, fixtures and facilities are herein collectively called the “Underground Facilities”. The rights granted hereunder do not include the right to construct, place or maintain any structure or fixture in the Easement Area located on or above the ground.

The Easement Area shall be those portions of the Property located within seventy-five feet (75’) of either side of the centerline of the public roadway currently identified as Schoodic Road (“Schoodic Road”) as approximately depicted in Exhibit B attached hereto. The Underground Facilities shall to the extent practical be located within and beneath the existing public roadway.

Grantee shall use the Underground Easement solely as part of Grantee’s project of wind energy generating facilities, electrical energy transmission facilities, supporting structures and facilities, and the easements and real property rights related thereto, that is being developed by Grantee upon real property within the vicinity of the Property, (the “Wind Project”). The Underground Facilities and Easement Area shall not be used for telecommunication purposes. The Easement Area shall not be used for the storage of any equipment, or for the staging of any



construction equipment except when that equipment is actively being used for the installation, repair, maintenance, replacement or removal of the Underground Facilities.

2. Construction Activities. During any construction of Underground Facilities, Grantee may use an additional portion of the Property that is fifty (50) feet wide, in total, located on either or both sides of the Easement Area (the "Temporary Construction Area"). Grantee will use commercially reasonable efforts to minimize surface disturbance within the Temporary Construction Area during construction and will return any disturbed area of the Temporary Construction Area to its pre-disturbance condition. Grantee shall notify Owner fourteen (14) days in advance of the commencement and notify Owner upon completion of any construction. The Temporary Construction Area shall not be used for the storage of any equipment, or for the staging of any construction equipment except when that equipment is actively being used for the installation, repair, maintenance, replacement or removal of the Underground Facilities.

3. Irrigation Lines. Grantee acknowledges that Owner has irrigation water lines and equipment located on the Property, and within the Easement Area and/or Temporary Construction Area. To the extent it is necessary in order to install the Underground Facilities to relocate any existing lines or equipment, on a permanent or temporary basis, prior to disturbing the line or equipment, Grantee shall so notify the Owner and pay Owner for all costs and expenses Owner incurs associated with the relocation and replacement of the line or equipment. If Grantee shall damage any of said irrigation lines and equipment, Grantee shall pay Owner for all cost and expenses for all necessary repairs. Grantee shall pay Owner for said cost and expense within thirty (30) days of presentment.

4. Permits. Grantee is responsible for securing any and all permits, dig safe authorizations, licenses, and/or approvals for the installation, placement, repair, maintenance, replacement or removal of the Underground Facilities. In connection with the forgoing, Grantee agrees to indemnify, save, defend and hold harmless the Owner against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

5. Mechanic's Liens. Grantee shall keep the Property including Easement Area and/or Temporary Construction Area, at all times free and clear of all liens (including attachments) in any way arising under or related to labor or materials furnished to Grantee, or claimed to have been furnished to Grantee, in connection with work of any character performed or claimed to have been performed at the direction of the Grantee, and shall cause any such lien to be released of record without cost to the Owner within thirty (30) days Grantee receives notice of filing of same. In connection with the forgoing, Grantee agrees to indemnify, save, defend and hold harmless the Owner against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

6. Insurance for Grantee's Work. During the performance of any work related to or in connection with the installation, repair, maintenance, replacement or removal of the Underground Facilities, or other work done on or to the Property, Temporary Construction Area or Easement Area, Grantee shall have and maintain in force public and property insurance, builder's risk insurance covering the Owner, environmental insurance and worker's compensation

insurance affording applicable statutory coverage and containing statutory limits, all in compliance with the provision of Section 13.

7. Maintenance and Security.

a. **Maintenance.** The Underground Facilities shall be maintained by Grantee at its own expense. Grantee shall maintain Underground Facilities a safe condition and in good and serviceable repair. No blasting shall occur in the Easement Area or Construction Easement Area without the Owner's prior written consent.

b. **Snow Removal.** Owner does not provide snow removal service on the Easement Area. Snow removal on the Easement Area, if needed, shall be the responsibility of Grantee. Any snow removal activities will minimize any damage to the existing ground surface of the site. Grantee will promptly repair any damage caused by its snow removal activities.

c. **Security.** Security for the Underground Facilities shall be the responsibility of Tenant. Nothing in this Agreement shall be construed to impose security obligations upon Owner. Owner shall not be liable for any loss or damages suffered by Grantee due to Grantee's use and occupancy of and activities in the Easement Area.

d. Safety. During construction of the Underground Facilities, or any parts thereof, or repair or maintenance or removal, Grantee shall install such commercially reasonable safety devices as may be necessary to ensure the safety of Owner's personnel or persons on the Property, Temporary Construction Area and/or Easement Area, and adjacent property owners and their property and the general public.

8. Access. Grantee may improve Schoodic Road to the extent permitted by separate agreement between Grantee and the County of Washington, Maine. In order to access the Easement Area, Grantee shall have the right to use any fences and gates on the Property and to trim, cut, and remove trees and underbrush anywhere on the Property if any limbs, branches, or other parts are within the Easement Area, and shall dispose of all resulting debris offsite. In no event on the Property or within the Easement Area shall Grantee cause or allow any chemicals to be used a means to control or remove vegetation, or for any other purpose.

9. Damage to crops. Grantee acknowledges that Owner uses the Property to cultivate wild blueberries. To the extent any of Grantee's activities on the Property cause a loss of Owner's crops, permanent or temporary, located outside of the Easement Area, Grantee agrees to reimburse Owner for said loss within 30 days of Owner presenting in writing said itemization to Grantee. This provision is a material term of this Agreement.

10. No objection to Wind Project. Owner agrees to not object to the Wind Project.

11. Term. The term of this Agreement shall commence on the Effective Date and continue for a period expiring fifty (50) years after the day when the Wind Project first delivers energy either to the electric transmission grid or for sale to a third party ("Commercial Operations Date"). The period from the Effective Date until the Commercial Operations Date shall be the

“Development Period”. The period up to fifty (50) years following the Commercial Operations Date shall be the “Operations Period”. However, if the Commercial Operations Date has not occurred by April 15, 2025, then this Agreement shall automatically terminate on said date. Upon written notice to the Owner, Grantee may elect to terminate this Agreement, in whole or in part, to be effective 180 days from the date of the written notice. If Grantee fully decommissions its Wind Project, then Grantee shall terminate this Agreement. Upon the expiration or earlier termination of this Agreement, Grantee shall file a notice of termination in the real property records of the county in which the Property is located, and a notice of termination in the real property records of the county in which the Property is located, remove the Underground Facilities and any other improvements from the Easement Area, and restore the surface of the Easement Area, as nearly as is commercially practicable, to the same condition it was in prior to the commencement of removal.

12. Assignment. Excluding assignments that occur pursuant to Section 18 below, Tenant shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Notwithstanding the foregoing, Grantee is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Owner’s consent, and in its sole discretion, to any entity (a) owned or controlled by Grantee or under common ownership or control with Grantee, or (b) to which Grantee conveys all of its right title and interest in the Wind Farm. Notwithstanding the foregoing, Grantee is also expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Owner’s consent and in its sole discretion, to any person or entity, provided that Grantee remains responsible for the obligations hereunder. This Agreement shall run with the land. This Agreement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, legal representatives, heirs, successors and assigns and all persons claiming under them.

13. Insurance. At all times while Underground Facilities are under construction or in operation on the Property, and until completion of removal of the Underground Facilities, Grantee shall maintain in full force a commercial general liability insurance policy covering Grantee’s operations, activities, and liabilities on the Property inclusive of the Easement Area and Temporary Easement Area, having singly or in combination limits not less than Five Million Dollars (\$5,000,000) in the aggregate. Such policy shall name Owner as an additional insured under such policy as the Owner’s interests may appear. Upon Owner’s request, Grantee shall give Owner a certificate of insurance evidencing that the insurance required under the Agreement is in force.

14. Payment. In consideration of the rights granted hereunder, Grantee shall make the payments to Owner as set forth in the Fee Schedule attached hereto as Exhibit C (the “Fee Schedule”). The Fee Schedule shall be omitted from the recorded version of the Agreement as provided in Section 26 below.

15. Costs. All costs and expenses incident to the erection, construction, reconstruction, replacement, removal, maintenance, operation and use of the Underground Facilities including the trimming of any trees and underbrush shall be borne by Grantee.

16. Owner's Right to Use the Easement Area. Owner retains the right to use the Easement Area, for all purposes not inconsistent with the rights granted to Grantee by this Agreement, including but not limited to the right to grant rights to others on a non-exclusive basis to use the Easement Area.. Notwithstanding the foregoing, Owner shall not conduct any activity, nor grant any rights to any third party, whether on the Property or elsewhere, that would materially interfere with Grantee's rights granted under this Agreement and Owner shall exercise reasonable care not to disturb, uncover or damage any Underground Facilities. Upon installation of the Underground Facilities, and to the extent not located under the public way, Grantee shall mark the location of the Underground Facilities with above ground markers consistent with best industry practices, and include at a minimum Grantee's name, emergency contact, and the one call number. Grantee shall maintain said markers in good condition for the term of this Agreement.

17. Indemnity. Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, members, partners, agents, contractors and employees from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within and outside the Easement Area, to the extent caused by Grantee, its officers, partners, agents, contractors and employees, and from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area and/or Temporary Construction Area except to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, members, agents, contractors and employees.

18. Financing.

(a) Grantee may collaterally assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a "Financing Party") under any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Owner of its Mortgage shall be referred to as "Mortgagee".

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Owner shall not accept a surrender of the Easement Area or accept a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Owner, upon providing Grantee any notice of default under, or termination of, this Agreement, shall at the same time provide a copy of such notice to each Mortgagee. Such Mortgagee shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Mortgagee as if the same had been done by Grantee.

(d) Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonable request including, without limitation, that no default then exists under this Agreement to Owner’s knowledge, if such be the case), consents to assignment, and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

(e) If this Agreement is terminated as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement and upon the same terms, covenants, conditions and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement.

19. Notices. All notices, requests and communications (“Notice”) under this Agreement shall be given in writing, by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below.

<p>(a) If to Owner:          Lakeview Farm LLC          c/o Katie J. Gillen          248 Main Road South,          Hamden, ME 04444</p>	<p>(b) If to Grantee:          Downeast Wind, LLC          c/o Apex Clean Energy, Inc.          310 4<sup>th</sup> Street NE, Suite 300          Charlottesville, VA 22902          Attn: Land Department</p>	<p>(c) If to Mortgagee: on notice of default or termination: (Address indicated in Mortgagee’s notice sent to Owner under <u>Section 18</u> hereof.</p>
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Any Notice provided for herein shall be deemed to be received five (5) business days after the date on which it is mailed. Any party may, by proper written notice hereunder to the other party, change the party’s address to which such Notice shall thereafter be sent.

20. Omitted

21. Default and Termination for Default. Owner or Grantee shall be in default of this Agreement if either party breaches any material provision hereof and said breach is not cured by the breaching party within sixty (60) days of receipt of notice of said breach from the non-breaching party, or if such cure cannot reasonably be had within said sixty (60) day period, then if cure of such breach is not commenced within thirty (30) days of receipt of such notice and not thereafter completed using diligent efforts. Upon the breaching party's failure to cure its breach within such time, as applicable, the non-breaching party shall have the right immediately to terminate this Agreement for default, and to pursue such remedies as may be available in law or equity. The non-breaching party shall give notice of termination to the breaching party.

22. Dispute Resolution. Any dispute between Owner and Grantee arising under or related to this Agreement shall in the first instance be addressed by taking the following steps; 1)

by nonbinding mediation between Owner and Grantee to occur within sixty (60) days after notice of the dispute, costs to be shared equally, and the mediation will occur in Maine, then 2) by any other such remedy at law that may be available.

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

24. Taxes. Owner shall pay when due all real property taxes and all other fees and assessments attributable to the Property including the Easement Area. However, Grantee shall pay Owner, as an additional fee, any increase in property taxes levied against the Property including the Easement Area that is attributable to Grantee's installation of the Underground Facilities in the Easement Area. Owner agrees to furnish proof of such increase to Grantee. Grantee shall pay said increase within thirty (30) days of presentment.

25. Interpretation. Each party to this Agreement and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

26. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine, and the substantive law of the State of Maine shall govern. . This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this agreement. In the event of any inaccuracy in the description of the Property or Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Owner and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Owner and Grantee. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the real property records of the county in which the Property is located. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives on the date set forth below the respective signatures of Owner and Grantee.

**GRANTEE:**

**DOWNEAST WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

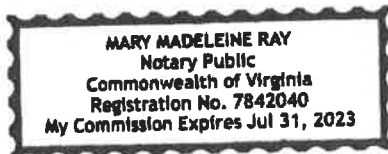
By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By:   
Name: Ken Young  
Title: Chief Operating Officer

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 17 day of February, 2021 by Ken Young as the Chief Operating Officer for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Downeast Wind, LLC, a Delaware limited liability company, on behalf of the company, to be his free act and deed.




  
Notary Public

(SEAL)

**OWNER:**


Lakeview Farm, LLC, a Maine limited liability company

By:   
Name: Mark B. Cotton  
Title: President

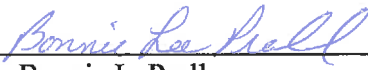
STATE OF Maine

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2021, by Mark B. Cotton as the President of Lakeview Farm, LLC, a Maine limited liability company, to be his free act and deed.

  
Signature of Notary or Authorized Official  
David P. Silk Attorney at Law  
Title (and Rank) # 3136  
My commission expires: \_\_\_\_\_


[Notarial Seal]

By:   
Name: Bonnie L. Prall  
Title: Vice President

STATE OF Maine

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2021, by Bonnie L. Prall as the Vice President of Lakeview Farm, LLC, a Maine limited liability company, to be her free act and deed.

  
Signature of Notary or Authorized Official  
David P. Silk Attorney at Law  
Title (and Rank) # 3136  
My commission expires: \_\_\_\_\_

[Notarial Seal]



**OWNER:**


Lakeview Farm, LLC, a Maine limited liability company

By:   
Name: Janice I. Zwart  
Title: Treasurer


STATE OF Maine

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2021, by Janice I. Zwart as the Treasurer of Lakeview Farm, LLC, a Maine limited liability company, to be her free act and deed.

  
Signature of Notary or Authorized Official  
David P. Silk  
Title (and Rank) Attorney At Law  
My commission expires: # 8136


[Notarial Seal]

By:   
Name: Katie J. Gillen  
Title: Secretary

STATE OF Maine

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2021, by Katie J. Gillen as the Secretary of Lakeview Farm, LLC, a Maine limited liability company, to be her free act and deed.

  
Signature of Notary or Authorized Official  
David P. Silk  
Title (and Rank) Attorney At Law  
My commission expires: # 8136

[Notarial Seal]

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

The Property is all of the following tracts or parcels of land, situated in Washington County, State of Maine, consisting of 876 acres, more particularly described as follows:

Beginning at a granite monument along the road to TWP 18 M.D., Maine, marking the boundary between the Town of Columbia and TWP 18 M.D.;

Thence: N 75° 04' 15" E, a distance of 3311.25 feet by and along the south side of TWP 18 M.D., to a point marked by an iron pin with a cap marked RLS #1267;

Thence: S 12° 59' 33" E, a distance of 6788.85 feet by and along the westerly line of land now or formerly owned by Ben & Belle Bromfield and along the line of land now and formerly owned by Oxford Frozen Foods, to a point marked by an 1 ½" iron pipe painted blaze orange;

Thence: S 77° 32' 46" W, a distance of 6681.24 feet by and along the northwesterly line of land now or formerly owned by Oxford Frozen Foods, to a point on the town boundary line between Cherryfield and Columbia marked by an iron pin with cap marked RLS #1267;

Thence: N 12° 59' 33" W, a distance of 3573.87 feet by and along said town line to a point marked by a wooden post;

Thence: N 12° 59' 33" W, [incorrectly identified as "N 12° 59' 33" N" in prior deed recorded in Book 1652, Page 91 of the Washington County Registry of Deeds] a distance of 3801.39 feet to a point in Schoodic Lake which is the northwest corner of the Town of Columbia, Maine and the northeast corner of the Town of Cherryfield;

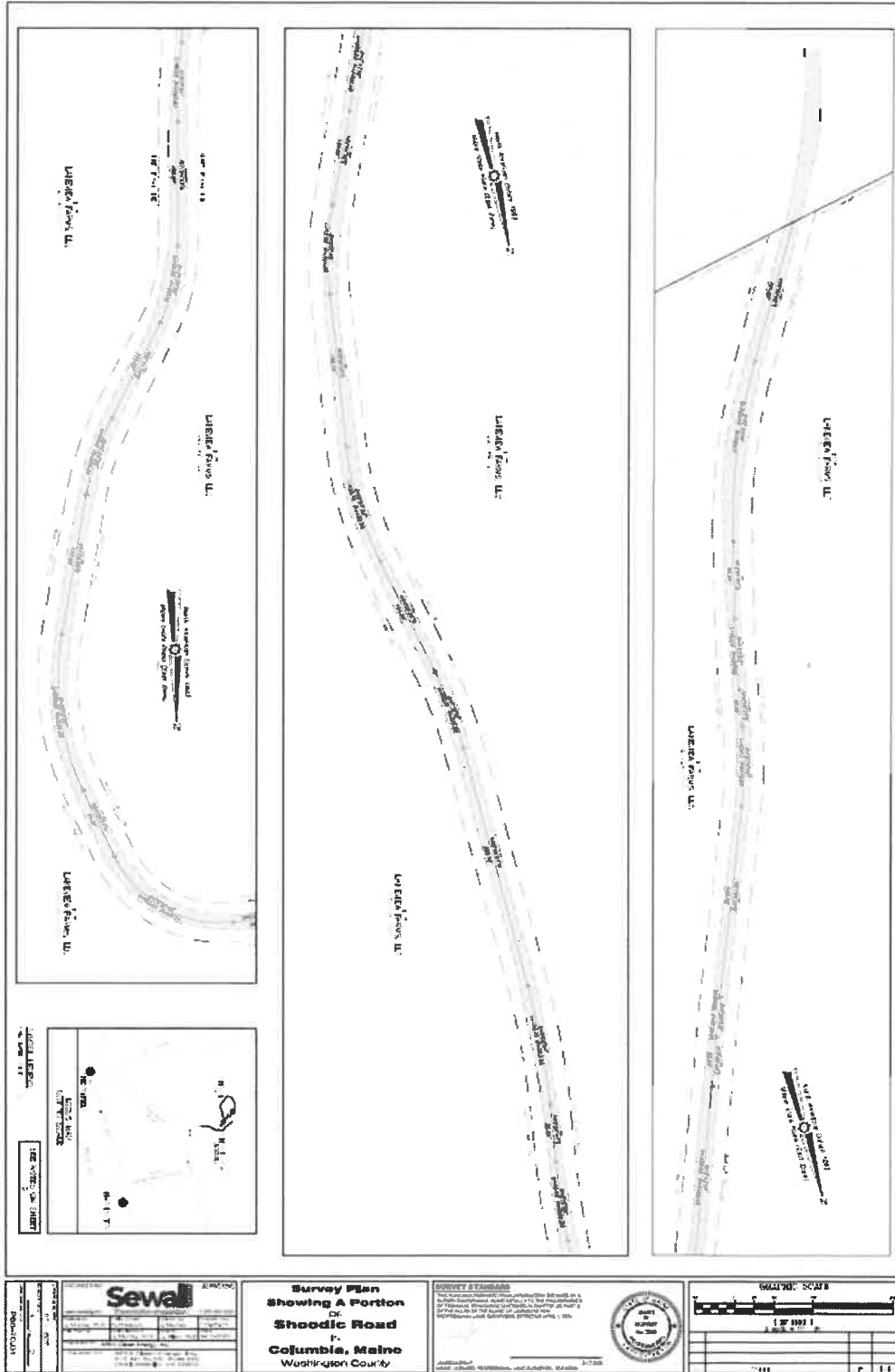
Thence: N 77° 42' 22" E, a distance of 3371.83 feet along the southerly line of TWP 18 M.D. and the northerly line of the Town of Columbia to the Point of Beginning.

Said parcel is shown on a plan entitled "Rene Cotton Land, Columbia, Washington County, Maine", by James W. Sewall Company dated May 15, 1987.

Washington County Parcel ID: 29120\_013-001-000 (534 acres)  
Deed Reference: Book 3095, Page 48 of the Washington County Registry of Deeds

Washington County Parcel ID: 29120\_013-002-000 (342 acres)  
Deed Reference: Book 3095, Page 48 of the Washington County Registry of Deeds

**EXHIBIT B**  
**APPROXIMATE DEPICTION OF EASEMENT AREA**



TOWN OF COLUMBIA  
 106 Epping Road  
 Columbia, ME 04623  
 TEL/FAX 207-483-2365  
 FAX - 207-483-9446  
**INTENT TO BUILD**

**DATE:** 10/02/2020

This "Intent to Build" will be valid for 3 (three) years from the date submitted to the Town of Columbia Selectmen, in accordance with the Town of Columbia Underground Utility Standards for Electric Supply Lines, Section II-C. Construction must begin within 3 (three) years or reapplication for "Intent to Build" must be submitted.

<b>NAME(S) OF REQUESTER</b> Downeast Wind LLC	<b>TELEPHONE and/or CELL NUMBER</b> 860-388-7730
<b>PHYSICAL ADDRESS OF PROPERTY</b> Schoodic Road Right-of-Way (see Description of Location in Supporting Information)	<b>PROPERTY OWNERS MAILING ADDRESS</b> Property Owned by Town of Columbia Applicants Address Is: 310 4th St. NE, Suite 300, Charlottesville, VA 22902
<b>MAP and LOT NUMBER OF PROPERTY</b> Not Applicable: Project is Located within the Town of Columbia's Road Right-of-Way	<b>LOT SIZE (APPROXIMATE SQUARE FEET)</b>  Not Applicable: Project is Located within the Town of Columbia's Road Right-of-Way
<b>LOT DIMENSIONS (FEET)</b> Not Applicable: Project is Located within the Town of Columbia's Road Right-of-Way	<b>DISTANCE OF EACH STRUCTURE FROM PROPERTY LINES</b> Trenches will be offset a minimum of 5 feet from the edge of the road right-of-way

1. **What type of building (house, garage, mobile home, addition to existing building, etc)**  
 Not Applicable, the project involves the construction of underground electric lines
  
2. **Is there currently at water supply located on this property?** N/A
  - a. **If yes, what type of water supply (well (hand dug or artesian), pond, etc. and where (approximately) is the water supply located on the property?**
  
  - b. **If no, are there plans to provide a water supply and where will it be located on the property?**  
 There are no plans to provide a water supply

TOWN OF COLUMBIA

106 Epping Road  
Columbia, ME 04623  
TEL/FAX 207-483-2365

3. Is there a sewage disposal facility (septic system, outhouse, etc.) on this property? N/A

a. If yes, where (approximately) is the sewage disposal facility located on the property?

b. If no, are there plans to provide a sewage disposal facility and where will it be located on the property?

There are not plans to install a sewage facility

4. Please provide a copy of the deed for the property in question along with a map/sketch (hand drawn is acceptable) of where the structure(s) are/will be located on the property.

See drawings included with supporting documentation

COMMENTS

(FOR SELECTMEN, BOARD OF ASSESSORS, AND PLANNING BOARD USE ONLY)

The Board of Selectmen, in consultation with the Planning Board, finds that the application by Downeast Wind, LLC for the construction of electrical supply lines in the Schoodic Road public Right-of-Way is complete, that the project meets the right, title and interest requirements, and based on and incorporating herein by reference the information provided in the application package, meets all of the applicable underground utility standards, and further finds that the permit will expire if substantial construction of the project is not commenced within three years of the permit date as is allowed in the Underground Utility Standards for Electric Supply Lines.

Selectman Kevin O. Lougoff  
Selectman Harry M. Beal

November 2, 2020

JoAnne R. Champney, Chairman Planning Board