

SECTION 26 DECOMMISSIONING PLAN

The Hartland Solar Project (Project) is a utility scale solar energy facility located in the Town of Hartland, Somerset County, Maine with a rated capacity of approximately 140 MWac. The Project will be located on approximately 1,030 acres of land within an 8,000-acre private ownership area that is currently managed as a working forest along the privately-owned Burrill Woods Road. Power from the Project will be transmitted to a new CMP interconnection substation located east of the Project, adjacent to the existing CMP 115kV transmission line (Section 82, Athens – Hartland), via the construction of an approximately 2.5-mile long 115kV generation tie (Gen-Tie) transmission line.

Major project components include ground-mounted solar tracking systems that allow solar panels to follow the path of the sun throughout the day to maximize electricity production, equipment pads, 34.5kV collection systems, perimeter fencing, collection substation, 115kV Gen-Tie transmission line, CMP interconnection substation, and a maintenance building. The projected life expectancy of energy generating equipment is 25 to 30 years. The Project will be reevaluated at the end of its life expectancy to determine whether to extend the life of the Project, through potential maintenance or upgrades, or begin the decommissioning process.

A. Project Decommissioning

Decommissioning will occur within 18 months of expiration of property rights or discontinuance of operation, which shall mean no electricity is generated for a continuous period of 12 months where such inactivity is not the result of force majeure or other reasonable event outside the control of the Project.

The Applicant will coordinate with CMP to determine schedule and procedure for disconnecting infrastructure from the POI, as well as removal and legal disposal of all utility-owned components, as applicable.

The Applicant will engage qualified contractors to remove and legally dispose of all operator-owned components, except for gravel access drives and associated stormwater management infrastructure that are in or proposed to be placed in productive use for support of the managed working forest. Removal will be to a depth of at least 24 inches or to the depth of bedrock, whichever is less. Roughly 40 acres of the Project is located on Prime Farmland Soils. Operator-owned components will be removed to a depth of at least 48 inches or to the depth of bedrock, whichever is less, within the limits of Prime Farmland Soils. Components buried below these depths will be abandoned in place. Erosion and sedimentation control measures will be implemented, as applicable, and all disturbed areas will be reseeded to promote revegetation.

Decommissioning of the Project includes the following key components:

- a) CMP interconnection substation
- b) 115kV Gen-Tie transmission line
- c) Collection substation
- d) 34.5kV collection system
- e) Paired inverters/transformers
- f) Ground-mounted solar tracking systems
- g) Maintenance building
- h) Perimeter fencing
- i) Site restoration

Implementation of the Decommissioning Plan will return the Project Area to open land that will again be managed as a working forest by the Landowner.

B. Estimated Cost

The estimated cost for decommissioning the Project is approximately \$7,345,000 based on probable unit costs in the Northeast Region solar market and a total rated capacity of approximately 190 MW direct current.

The following table details probable decommissioning costs for the Project.

Table 27-1 Opinion of Probable Decommissioning Costs.

Project Component	Probable Cost
Mobilization and Demobilization	\$65,000
Project Management and Oversight	\$95,000
Erosion and Sedimentation Controls	\$135,000
CMP Interconnection Substation	\$35,000
115kV Gen-Tie Transmission Line	\$80,000
Collection Substation	\$50,000
Above-Ground String Wire	\$280,000
Ground-Mounted Tracking System	\$4,380,000
Paired Inverter/Transformer Equipment	\$210,000
Concrete Equipment Pads	\$170,000
Collection System Cable	\$735,000
Perimeter Fence	\$560,000
Maintenance Building	\$20,000
Site Restoration (Grading and Seeding)	\$530,000
Total	\$7,345,000

C. Financial Assurance

The Applicant will demonstrate financial assurance, in the form of a letter of credit in substantially the form of the attached sample irrevocable letter of credit (Exhibit 26-1), or other financial assurance approved by the Department, prior to start of construction.

The Applicant will update the financial assurance 15 years after approval of the Decommissioning Plan and no less frequently than every 5 years thereafter to assess whether the estimated cost of decommissioning has changed. Each update to the financial assurance will be submitted to MDEP on or before December 31st of the year in which the update is required.

Exhibits

- Exhibit 26-1 Sample Irrevocable Standby Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT

Effective Date: _____

Letter of Credit No. _____:

Beneficiary: State of Maine, Department of Environmental Protection
Attention: [BUREAU DIRECTOR NAME]
Maine Department of Environmental Protection
Bureau of Land and Water Quality
17 State House Station
Augusta, ME 04333
Phone: 207-215-4397

At the request of [PARENT COMPANY NAME] on behalf of [PROJECT COMPANY NAME] ("Applicant"), we, [BANK NAME], ("Issuer") hereby issue this irrevocable Letter of Credit No. [#] in the favor of State of Maine, Department of Environmental Protection ("Beneficiary" or "you"), available for an aggregate amount up to the maximum amount of US \$XXX (XX Hundred XX Thousand XX Hundred United States Dollars and XX/100), effective as of the date first set forth above and expiring at our office located at [ADDRESS] or such other office as we shall notify you in writing, on [DATE](the "Expiration Date").

For information purposes only: "We are informed that this Letter of Credit is issued in accordance with Special Condition XX of DEP Permit #: L-XXXX-XX-X-X issued by the Maine Department of Environmental Protection (the "DEP Permit"), on [DATE]. In accordance with the DEP Permit, Applicant is posting a letter of credit in an amount sufficient to cover the costs associated with decommissioning of the [PROJECT NAME].

Funds under this Letter of Credit are available to you against your sight draft(s) drawn on [ISSUER NAME], signed by one purporting to be your duly authorized representative, bearing the clause "Drawn under Letter of Credit No. _____," along with the presentation of your written certificate that the conditions described in Finding XX and/or Special Condition XX of the DEP Permit were not satisfied.

Partial and multiple drawings are permitted.

In the event that the Applicant has not had the amount of the standby letter of credit increased in order to meet its annual obligations under Finding XX and Special Condition XX of the DEP Permit prior to ten (10) business days before the expiration date of this standby Letter of Credit, Beneficiary may draw upon this standby Letter of Credit and hold the proceeds as security until an appropriate substitute standby letter of credit is provided.

This Letter of Credit sets forth in full the terms of our undertaking to you (but not any of your duties or responsibilities to Issuer hereunder or otherwise). Such undertaking to you shall not in any way be modified, amended, or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices 1998, I.C.C. Publication No. 590 ("ISP98") and shall be governed by and construed in accordance with the laws of the State of Maine. In the event of conflict between the ISP98 and a non-mandatory (variable) provision of such laws, the ISP98 shall govern.

BY: [ISSUER NAME]

BY: _____ BY: _____
AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

Yours faithfully,

[ISSUER NAME],

SAMPLE