After recording return to: c/o Key Capture Energy, LLC. Attn: Real Estate 25 Monroe Street, Suite 300 Albany, NY 12210

NOTICE OF FIRST AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

- Option to Lease and Purpose of Memorandum. The purpose of this Notice is to give record notice of the existence of that certain Option and Land Lease Agreement dated as of November 11, 2023, as amended by that certain First Amendment to Option and Land Lease Agreement by and between Owner and Grantee dated effective (together, the "Option Agreement"), whereby Owner granted to Grantee the exclusive and irrevocable option (the "Option") to lease from Owner an approximately ten (10) acre portion selected by Grantee, of that certain real property consisting of approximately sixty-five and one-half (65.5) acres located at Village Hill Road, in the Town of Willington, County of Tolland, Connecticut, and as legally described on Exhibit A attached and incorporated here by this reference (the "Property"), for any lawful purposes associated with or relating to an Energy Storage Facility or any other Permitted Use, on the terms and conditions set forth in the Option Agreement. The Option Agreement also contains Easements in favor of Grantee including without limitation Easements for Transmission Facilities, an Access Easement, a Construction/Utility Easement, and an Effects Easement, each running with the land and binding on all subsequent owners, successors and assigns, and effective for the entire Term of the lease (as set forth in Section 3 below), unless Grantee or its successors or assigns purchases the Property, in which case they shall be perpetual.
- 2. <u>Term of Option</u>. The term of the Option shall commence on the Effective Date and shall continue in full force and effect for a period of Twelve (12) months (the "Initial Option Period"). If the Option has not been so exercised, it shall be automatically extended for up to Four (4) additional periods of Twelve (12) months (each an "Extension Option Period", and together with the Initial Option Period, the "Option Period"), unless Grantee gives written notice to the Owner of the intent not to extend thirty (30) days prior to the end of the Initial Option Period, or the end of any subsequent Extension Option Period, respectively. Grantee shall have the right, in its sole and absolute discretion, to exercise the Option by giving Owner written notice of the same at any time during the Option Period.
- 3. <u>Term of Lease</u>. If the Option is exercised, the term of the Lease shall commence upon the Grantee's delivery to Owner of notice of Grantee's election to

exercise the Option (the "Lease Commencement Date") and the term of the Lease shall expire at midnight on the date twelve (12) years from the Lease Commencement Date, unless the Initial Term is earlier extended or terminated as provided herein (or pursuant to law (the "Initial Term"). The Initial Term may be extended by Grantee (as Lessee), in its sole discretion, for up to four (4) periods of five (5) years each (each an "Extension Term") upon Lessee's written notice to Lessor at least sixty (60) days prior to the end of the Initial Term or the end of the Extension Term, as applicable.

- 4. <u>Decommissioning Period</u>. If the Option is exercised, the Lessee may retain possession of the Property for up to twelve (12) months (in Lessee's sole discretion) after the expiration or termination of the Lease in which to decommission and remove Lessee's property and equipment from the Property.
- 5. <u>First Refusal to Purchase</u>. The Option Agreement contains a right of first refusal to purchase a portion or the entirety of Property in favor of Grantee. Grantee shall have Twenty (20) days after receipt from Owner of written notice of such purchase offer to exercise its option to purchase.
- 5. Assignment. Grantee shall have the right, without obtaining the consent of Owner, at any time and from time to time to assign to one or more assignees, to mortgage, to collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Option Agreement or its interest in the Property.
- 6. <u>Successors.</u> The covenants, conditions and agreements made and entered into by the parties shall be binding upon and inure to the benefit of their respective heirs, administrators, personal representatives, successors and assigns.
- 7. <u>Incorporation of Option Agreement</u>. All terms and conditions of the Option Agreement are hereby incorporated herein by reference as if fully set forth herein.
- 8. <u>Defined Terms</u>. Unless otherwise indicated, all capitalized terms used herein shall have the meaning set forth in the Option Agreement.
- 9. <u>Conflicts With Option Agreement</u>. This Notice is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Option Agreement. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Option Agreement, the provisions of the Option Agreement shall govern.
- 10. <u>Counterparts</u>. This Notice may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument; and any signature page from any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of this Notice.

11. <u>Copy of Option</u>. A copy of the Option is on file with the Lessor and Lessee at their respective addresses as disclosed in the preamble above.

This instrument, being executed solely for the purpose of complying with §47-19 of the General Statutes of Connecticut so as to give constructive notice of said Lease Amendment, is not intended to affect in any way, the rights and obligations of the parties to said Lease, except as the same may be accomplished by compliance with §47-19.

[Signature Pages Follow]

This Notice of First Amendment to Option and Land Lease Agreement has been duly executed by the parties hereto as of the day and year first written above.

Signed, sealed and Delivered in the presence of:

OWNER:

DONNA MARIE DEWOLF

STATE OF CONNECTICUT:

COUNTY OF Black

On this the 24 day of August, 2023, before me, the undersigned person, personally appeared **Donna Marie Dewolf**, personally known to me or satisfactorily proven by means of [driver's license/passport/State issued identification] and acknowledge that she executed the foregoing instrument for the purposes therein contained and acknowledged the same to be her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

Commissioner of the Superior Court

KAREN A. CÔTÉ NOTARY PUBLIC State of Connecticut My Commission Expires April 30, 2026 This Notice of First Amendment to Option and Land Lease Agreement has been duly executed by the parties hereto as of the day and year first written above.

Signed, sealed and Delivered in the presence of:

GRANTEE:

KCE CT 5, LLC,

a Delaware limited liability company

By: Name:

Title:

Authorized Representative

STATE OF NEW YORK

: ss. ___

COUNTY OF Albany

On this the <u>lo</u> day of <u>Sectember</u>, 2023, before me, the undersigned person, personally appeared <u>Taylor Quartes</u>, who acknowledged himself to be the <u>Orthonged Rep</u> of KCE CT 5, LLC, a Delaware limited liability company, and that he/she, as such authorized signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his/her free act and deed individually and as such authorized signatory, and the free act and deed of the such company.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

Commissioner of the Superior Court

EXHIBIT A TO NOTICE OF OPTION TO LEASE

Legal Description of the Property

All land located in the Town of Willington, Connecticut granted and conveyed to Lessor by General Warranty Deed, dated February 17, 2011 recorded in Volume 195, Page 184, et. seq. of the Willington Land Records. Described as map 52, block 001, lot 00.

Recording requested by and when recorded return to:

KCE CT 5, LLC

Attn: Legal Dept. 25 Monroe St., Suite 300 Albany, NY 12210

NOTICE OF OPTION FOR TRANSMISSION FACILITIES, ACCESS, CLEARANCE AND EFFECTS EASEMENT AGREEMENT

- 1. Option and Purpose of Notice. The purpose of this Notice is to give record notice of the existence of that certain Option and Transmission Facilities, Access, Clearance and Effects Easement Agreement by and between Owner and Grantee dated effective ______, 2023 (the "Option Agreement"), whereby Owner granted to Grantee the exclusive and irrevocable option ("the Option") to obtain from Owner one or more easements on, over, under, and across all, or a portion selected by Grantee, of that certain real property located in the Town of Stafford, Tolland County, Connecticut, and as legally described on Exhibit A attached and incorporated here by this reference (the "Property"), including a Transmission Facilities Easement, an Access Easement, and a Clearance Easement, each running with the land and binding on all subsequent owners, successors and assigns, and effective for the entire Easement Term, on the terms and conditions set forth in the Option Agreement.
- 2. <u>Term.</u> The term of the Option shall commence on the Effective Date and shall continue in full force and effect for a period of twelve (12) months (the "Initial Option Period"). If the Option has not been so exercised, it shall be automatically extended for up to two (2) additional periods of twelve (12) months (each an "Extension Option Period" and together with the Initial Option Period, the "Option Period"), unless Grantee gives written notice to the Owner of the intent not to extend thirty (30) days prior to the end of the Initial Option Period, or the end of any subsequent Extension Option Period, respectively. Grantee shall have the right, in its sole and absolute discretion, to exercise the Option by giving Owner written notice of the same at any time during the Option Period.
- 3. **Effect of Notice**. This Notice, when recorded, is intended to serve as public notice of the existence of the Agreement and the Option and of certain of its terms and conditions, including easements and restrictions affecting the Property. This Notice does not describe or refer to all of the terms or conditions contained in the Agreement, nor is this Notice intended to modify, amend or vary, any of the terms or conditions set forth in the Agreement.
- 4. <u>Copy of Agreement</u>. A copy of this Agreement is on file at the offices of the Owner and Grantee at their respective address as disclosed above.
- 5. **Assignment.** Grantee shall have the right, without obtaining the consent of Owner, at any time and from time to time to assign to one or more assignees, to mortgage, to collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Option Agreement or its interest in the Property.
- 6. <u>Successors</u>. The covenants, conditions and agreements made and entered into by the parties shall be binding upon and inure to the benefit of their respective heirs, administrators, personal representatives, successors and assigns.

- Incorporation of Option Agreement. All terms and conditions of the Option Agreement are hereby incorporated herein by reference as if fully set forth herein.
- **Defined Terms.** Unless otherwise indicated, all capitalized terms used herein shall have the meaning set forth in the Option Agreement.
- 9. **Conflicts With Option Agreement.** This Notice is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Option Agreement. In the event of any inconsistency between the provisions of this Notice and the provisions of the Option Agreement, the provisions of the Option Agreement shall govern.
- 10. Counterparts. This Notice may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument; and any signature page from any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of this Notice.
 - Notice to Owner and Grantee. 11.

Grantor:

Nicholas V. Bacon 83 Village Hill Road Stafford, CT 06076

Telephone: 860-377-9286
Email: Nundan Buconagmail.com

Donna M. DeWolf 7 Liska Road Willington, CT 06279

Telephone:

(860) 377-2844

Email:

townline0083@gmail.com

Grantee:

KCE CT 5, LLC c/o Key Capture Energy, LLC 25 Monroe St, Ste 300 Albany, NY 12210

Attention:

Real Estate

Telephone:

(516) 279-2955

Email:

contracts@keycaptureenergy.com

With a copy to:

Pullman & Comley, LLC 90 State House Square Hartford, Connecticut 06103

Attn.: Telephone: Lee D. Hoffman

(860) 424-4315

Email:

lhoffman@pullcom.com

[Signature Pages and Exhibit to follow.]

THIS NOTICE OF OPTION FOR TRANSMISSION FACILITIES, ACCESS, CLEARANCE AND EFFECTS EASEMENT AGREEMENT has been duly executed by the parties hereto as of the day and year first written above.

Witnesses: Name: Jource Creuson Luch A- Lote Name: Luch A- Lote	Donna M. Dewolf, the holder of a life estate use of the Property
Donna M. DeWolf, known to me (or satisfactoril	before me, the undersigned officer, personally appeared y proven) to be the person whose name is subscribed to recuted the foregoing instrument for the purposes therein ee act and deed.
IN WITNESS WHEREOF, I hereunto se	Commissioner of Superior Court Notary Public
[Signatures continue on following pages]	KAREN A. CÔTÉ NOTARY PUBLIC State of Connecticut My Commission Expires April 30, 2026

THIS NOTICE OF OPTION FOR TRANSMISSION FACILITIES, ACCESS, CLEARANCE AND EFFECTS EASEMENT AGREEMENT has been duly executed by the parties hereto as of the day and year first written above.

	OWNER:
Witnesses: See Clare Name: Jamee Gareson Land John Name: Keren A Coke	Nicholas V. Bacon, the holder of a remainderman interest in the Property
Nicholas V. Bacon, known to me (or satisfactor	023 before me, the undersigned officer, personally appeared orily proven) to be the person whose name is subscribed to executed the foregoing instrument for the purposes thereing free act and deed.
IN WITNESS WHEREOF, I hereunt	o set my hand.
	Commissioner of Superior Court
	Notary Public

[Signatures continue on following pages]

KAREN A. CÔTÉ
NOTARY PUBLIC
State of Connecticut
My Commission Expires
April 30, 2026

THIS NOTICE OF OPTION FOR TRANSMISSION FACILITIES, ACCESS, CLEARANCE AND EFFECTS EASEMENT AGREEMENT has been duly executed by the parties hereto as of the day and year first written above.

GRANTEE:

Witnesses:	KCE CT 5, LLC, a Delaware limited liability company
Name: Name: Marinkovic	By: Name: Taylor Quarles Title: Authorized Representative
STATE OF NEW YORK)) ss: (town/city)
COUNTY OF Albany) ss(town/city)

On this the day of September, 2023, before me, the undersigned officer, personally appeared Taylor Quarles, who acknowledged himself/herself to be the Astronaged Rep of KCE CT5, LLC, a Delaware limited liability company, and that he/she as such Astronaged Rep being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by herself/ himself as such Author zet Rep

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

[End of signature pages]



EXHIBIT A TO NOTICE

LEGAL DESCRIPTION OF THE PROPERTY

83 Village Hill Road

A certain tract of land, situated on the westerly side of Town Highway known as Village Hill Road, in the Town of Stafford, State of Connecticut and more particularly bounded and described herein separate as follows, to wit:

BEGINNING on the Westerly line of the Town Highway known as Village Hill Road, commencing north-westerly (2007) feet, more or less, along the land of; Donna DeWolf to an iron pin, thence north-easterly (99) feet, more or less, to the iron rod, bordering the land of; Helen Hopko, thence south-easterly (1228) feet, more or less, along a wire fence to a bound side land of; Helen Hopko, to an iron pin, thence north-easterly (92) feet, more or less, along a stone wall to an iron pin, thence south-easterly (759) feet, more or less to an iron pin, thence south-westerly (200) feet, more or less to a bound which is the point of beginning, containing (6.72) acres, more or less.

EXCEPTING THEREFROM the following parcel:

A certain piece or parcel of land, with the buildings thereon, situated in the Towns of Stafford and Willington, County of Tolland and State of Connecticut, bounded and described as follows:

NORTH:

by land formerly owned by Calvin Porter;

EAST:

by the highway, land of John Schofield and land formerly of Mrs. William

Symond;

SOUTH:

by land, formerly of John Schofield and land formerly of Frank Orcutt:

WEST:

by highway, containing seventy-two (72) acres, more or less, formerly of John A.

Zelonka, et al.



After recording return to: c/o Key Capture Energy, LLC. Attn: Real Estate 25 Monroe Street, Suite 300 Albany, NY 12210

NOTICE OF OPTION TO LEASE

THIS NOTICE OF OPTION TO LEASE (this "Notice") is made as of November 11, 2021 ("Effective Date") by and between DONNA MARIE DEWOLF, for her and her successors, assigns, and heirs ("Owner"), whose address is 7 Liska Road, Willington, CT 06279, and KCE CT 5, LLC, a Delaware limited liability company for itself and its successors and assigns ("Grantee"), whose address is c/o Key Capture Energy, LLC, 25 Monroe Street, Suite 300, Albany, NY 12210.

- 1. Option to Lease and Purpose of Memorandum. The purpose of this Notice is to give record notice of the existence of that certain Option and Land Lease Agreement by and between Owner and Grantee dated effective November //, 2021 (the "Option Agreement"), whereby Owner granted to Grantee the exclusive and irrevocable option (the "Option") to lease from Owner an approximately ten (10) acre portion selected by Grantee, of that certain real property consisting of approximately sixty-five and one-half (65.5) acres located at Village Hill Road, in the Town of Willington, County of Tolland, Connecticut, and as legally described on Exhibit A attached and incorporated here by this reference (the "Property"), for any lawful purposes associated with or relating to an Energy Storage Facility or any other Permitted Use, on the terms and conditions set forth in the Option Agreement. The Option Agreement also contains Easements in favor of Grantee including without limitation Easements for Transmission Facilities, an Access Easement, a Construction/Utility Easement, and an Effects Easement, each running with the land and binding on all subsequent owners, successors and assigns, and effective for the entire Term of the lease (as set forth in Section 3 below), unless Grantee or its successors or assigns purchases the Property, in which case they shall be perpetual.
- 2. <u>Term of Option</u>. The term of the Option shall commence on the Effective Date and shall continue in full force and effect for a period of Twelve (12) months (the "Initial Option Period"). If the Option has not been so exercised, it shall be automatically extended for up to Three (3) additional periods of Twelve (12) months (each an "Extension Option Period", and together with the Initial Option Period, the "Option Period"), unless Grantee gives written notice to the Owner of the intent not to extend thirty (30) days prior to the end of the Initial Option Period, or the end of any subsequent Extension Option Period, respectively. Grantee shall have the right, in its sole

and absolute discretion, to exercise the Option by giving Owner written notice of the same at any time during the Option Period.

- 3. <u>Term of Lease</u>. If the Option is exercised, the term of the Lease shall commence upon the Grantee's delivery to Owner of notice of Grantee's election to exercise the Option (the "Lease Commencement Date") and the term of the Lease shall expire at midnight on the date ten (10) years from the Lease Commencement Date, unless the Initial Term is earlier extended or terminated as provided herein (or pursuant to law (the "Initial Term"). The Initial Term may be extended by Grantee (as Lessee), in its sole discretion, for up to four (4) periods of five (5) years each (each an "Extension Term" and, collectively with the Initial Term, the "Operations Term") upon Lessee's written notice to Lessor at least sixty (60) days prior to the end of the Initial Term or the end of the Extension Term, as applicable.
- 4. <u>Decommissioning Period</u>. If the Option is exercised, the Lessee may retain possession of the Property for up to twelve (12) months (in Lessee's sole discretion) after the expiration or termination of the Lease in which to decommission and remove Lessee's property and equipment from the Property.
- 5. <u>Assignment</u>. Grantee shall have the right, without obtaining the consent of Owner, at any time and from time to time to assign to one or more assignees, to mortgage, to collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Option Agreement or its interest in the Property.
- 6. <u>Successors</u>. The covenants, conditions and agreements made and entered into by the parties shall be binding upon and inure to the benefit of their respective heirs, administrators, personal representatives, successors and assigns.
- 7. <u>Incorporation of Option Agreement</u>. All terms and conditions of the Option Agreement are hereby incorporated herein by reference as if fully set forth herein.
- 8. <u>Defined Terms</u>. Unless otherwise indicated, all capitalized terms used herein shall have the meaning set forth in the Option Agreement.
- 9. <u>Conflicts With Option Agreement</u>. This Notice is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Option Agreement. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Option Agreement, the provisions of the Option Agreement shall govern.
- 10. <u>Counterparts</u>. This Notice may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument; and any signature page from any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart of this Notice.

11. <u>Copy of Option</u>. A copy of the Option is on file at the offices of Pullman & Comley, LLC, at 90 State House Square, Hartford, Connecticut 06103.

This Notice of Option of Lease been duly executed by the parties hereto as of the day and year first written above.

Signed, sealed and

Delivered in the presence of:

OWNER:

DONNA MARIE DEWOLF

STATE OF CONNECTICUT:

COUNTY OF TOLLAND: ss. Willington

Janice Clauson

On this the Who day of November, 2021, before me, the undersigned person, personally appeared Donna Marie, Dewolf, personally known to me or satisfactorily proven by means of driver's (license/passport/State issued identification], and acknowledge that she executed the foregoing instrument for the purposes therein contained and acknowledged the same to be her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court

KELSEY ALLARD NOTARY PUBLIC OF CONNECTICUT My Commission Expires 05/31/2023 Signed, sealed and Delivered in the presence of:

GRANTEE:

KCE CT 5, LLC,

a Delaware limited liability company

y: ame: Daniel Fif290

Title: Authorized Kepresontative

New York STATE OF GONNECTICUT:

: ss. <u>W/4</u>

COUNTY OF Rensselaer

On this the // day of /ovember, 2021, before me, the undersigned person, personally appeared Pariel Fitzgerald, who acknowledged himself to be the Authorized Registrated KCE CT 5, LLC, a Delaware limited liability company, and that he/she, as such authorized signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his/her free act and deed individually and as such authorized signatory, and the free act and deed of the such company.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

Commissioner of the Superior Court

STATE
OF NEW YORK

NOTARY PUBLIC
OIFR6400258

OW EXPIRES

// A

EXHIBIT A TO NOTICE OF OPTION TO LEASE

Legal Description of the Property

All land located in the Town of Willington, Connecticut granted and conveyed to Lessor by General Warranty Deed, dated February 17, 2011 recorded in Volume 195, Page 184, et. seq. of the Willington Land Records. Described as map 52, block 001, lot 00.

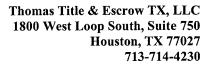
Address: Village Hill Road

PIN:

7

On 12/23/2021 At 11:29:17 am

Received for Record at Willington, Ct





February 10, 2022

Key Capture Energy Nancy Frederick 25 Monroe Street, 3rd floor Albany, NY 12210

Fed Ex 775519893991 Enclosed please find original recorded document for 2007NTL

229-364 Notice of Option to Lease

If you have any questions, please do not hesitate to contact me at 346-201-5929 or ekey@thomastitle.com. Thank you!

Sincerely,

Liz Key
Energy Services