

EXHIBIT B
Notice of Purchase Option

DOCUMENT PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

Real Estate
Key Capture Energy, LLC
25 Monroe St, Ste 300
Albany, NY 12210
Attention: Real Estate
Telephone: (516) 279-2955
Email: contracts@keycaptureenergy.com

NOTICE OF REAL ESTATE PURCHASE OPTION

This Notice of Real Estate Purchase Option ("Notice"), dated for reference purposes *April 26,* 2022 (the "Effective Date"), is by and between John S. Barberino, an individual with an address of 10311 Boca Woods Lane, Boca Raton, FL 33428 ("Grantor") and KCE Land Holdings, LLC, a Delaware limited liability company, with an address of 25 Monroe St, Suite 300, Albany, NY 12210 ("Grantee.");

1 Property Subject to Purchase Option.

Grantor is the owner of certain real property located in Town of Windsor Locks, Hartford County, having an address of 2 Ella T. Grasso Turnpike, containing approximately 5.20 acres of land further legally described in the attached Exhibit A attached hereto and made a part hereof (such real property, together with all of Grantor's right, title and interest in all rights, easements and interests appurtenant thereto including, but not limited to, any streets or other right of ways adjacent to such real property and any land division rights, development rights, water or oil, gas and mineral rights owned by, or leased to, Grantor, and all improvements, if any, located on such real property, being collectively referred to herein as the "Property").

2 Grant of Purchase Option.

Pursuant to the Real Property Purchase Option Agreement dated *4/26* 2022 (the "Agreement"), Grantor granted and Grantee holds an option to purchase all or part of the Property on the terms stated in that Agreement (the "Option.") The term of the Option commenced *4/26* 2022 and shall expire not later than *4/26*, 2025 (the "Option Period"). The Option may be exercised by notice delivered to Grantor at any time prior to the expiration of 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 and any certain real property owned or controlled by Grantor that is adjacent to the property purchased by Grantee which is the subject of the Agreement and the Option. This

Execution Copy per CMR – Pullman & Comley, LLC

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 Original Agreement.

A copy of the Agreement is on file at the offices of Pullman & Comley, LLC, at 90 State House Square, Hartford, Connecticut 06103.

5 Notice to Grantor and Grantee.

Grantor: John S. Barberino
10311 Boca Woods Lane
Boca Raton, FL 33428
Email: BARBERINOJS@yahoo.com
Telephone: 302-521-3650

Grantee:
KCE Land Holdings, 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

And

Pullman & Comley, LLC
90 State House Square
Hartford, Connecticut 06103
Attn.: Lee D. Hoffman
Telephone: (860) 424-4315
Email: lhoffman@pullcom.com

6 Counterparts

This Notice may be executed in counterparts.

[signatures on next page]

Grantor and Grantee have executed this Notice of Real Estate Purchase Option Agreement on the Effective Date.

GRANTOR:

Witnesses:

Susan M. Kovacs
Name:

Witness
Name:

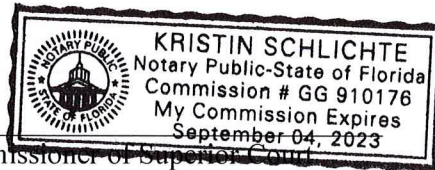
John S. Barberino
John S. Barberino

STATE OF Florida)
COUNTY OF Palm Beach) ss:

On this the 23 day of April, 2022, before me, the undersigned, personally appeared John Barberino, and that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Kristin Schlichte



Commissioner of Superior Court
Notary Public

[Signatures continue on following pages]

GRANTEE:

KCE Land Holdings, LLC,
A Delaware limited liability company

Witnesses:

Ashley VanKempen
Name:

By: [Signature]
Name: Daniel Fitzgerald
Title: Authorized Representative

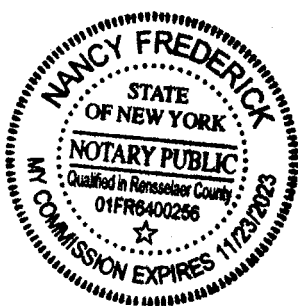
[Signature]
Name:

STATE OF NEW YORK)
) ss: East Greenbush (town/city)
COUNTY OF Rensselaer)

On this the 26 day of April, 2022, before me, the undersigned officer, personally appeared Daniel Fitzgerald, who acknowledged himself/herself to be the Authorized Representative of KCE Land Holdings, LLC, a Delaware limited liability company and that he/she as such Authorized Representative of the KCE Land Holdings, LLC, 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 Authorized Representative.

IN WITNESS WHEREOF, I hereunto set my hand.

Nancy Frederick
Notary Public



After Recording, Please Return to:

KCE CT 9, LLC
c/o Key Capture Energy, LLC
25 Monroe Street, Suite 300
Albany, New York 12210


Doc ID: 001267370006 Type: ASSIGN
BK **519** PG **307-312**

ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE OPTION AGREEMENT (the "Assignment") is effective as of June 3, 2022 ("Effective Date"), by and between **KCE Land Holdings, LLC**, a Delaware corporation with an address for mailing at 25 Monroe Street, Suite 300, Albany, NY 12210 ("Assignor") and **KCE CT 9, LLC**, a Delaware limited liability company with an address for mailing at 25 Monroe Street, Suite 300, Albany, NY 12210 ("Assignee").

RECITALS

A. The Assignor entered into that certain Real Estate Purchase Option Agreement dated April 26, 2022, by and between Assignor and John S. Barberino, an individual, for the exclusive and irrevocable right and option to purchase a portion of real property located at 2 Ella T. Grasso Turnpike, Town of Windsor Locks, County of Hartford, State of Connecticut, ("Option"), as more particularly described and depicted in Exhibit A, attached hereto and made a part hereof.

B. The Assignor desires to assign, and the Assignee desires to assume, (1) all of the right, title and interest of the Assignor in the Option, and (2) all of the rights, duties, obligations and liabilities of the Assignor under the Option.

AGREEMENT

In consideration of the promises, covenants and agreements contained herein and therein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto hereby agree as follows:

1. Assignment of Option. As of the Effective Date, the Assignor hereby assigns, conveys, transfers and sets over until the Assignee all of such Assignor's right, title and interest in, to and under the Option, subject to the terms and conditions of this Assignment.

2. Assumption of Liabilities. As of the Effective Date, the Assignee hereby assumes and agrees to be bound by, perform and discharge, when due, liabilities relating to the Option, subject to the terms and conditions of this Assignment.



3. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Connecticut without giving effect to any of the conflict of law rules thereof. Nothing contained in this Agreement shall be construed as authorizing any action in violation of federal, state, or local law.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the day and year first above written.

WITNESSES:

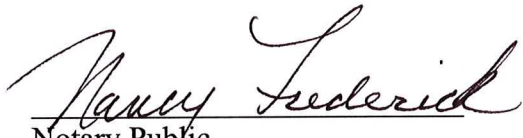
Merron Nippon
Jane Hill

ASSIGNOR:
KCE LAND HOLDINGS, LLC

By: 
Name: Dorsey Taylor Quarles
Its: Authorized Representative

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On the 3 day of June, 2022, before me, the undersigned, personally appeared **Dorsey Taylor Quarles**, personally known to me or proved to me on the basis of satisfactory evidence to be the Authorized Representative of KCE Land Holdings, LLC, the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.


Notary Public



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WITNESSES:

Uerna Rippea

Jan H...

ASSIGNEE:
KCE CT 9, LLC

By: *[Signature]*
Name: Dorsey Taylor Quarles
Its: Authorized Representative

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On the 3 day of June, 2022, before me, the undersigned, personally appeared **Dorsey Taylor Quarles**, personally known to me or proved to me on the basis of satisfactory evidence to be the Authorized Representative of KCE CT 9, LLC, the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Nancy Frederick
Notary Public



chf

EXHIBIT A

A certain piece or parcel of land, together with all of the buildings and improvements thereon, situated off the westerly side of Turnpike Road, also known as Ella T. Grasso Turnpike, in the Town of Windsor Locks, County of Hartford and State of Connecticut, to the rear of property known as No. 8 Turnpike Road, and being shown as "Parcel B 5.10 Acres (Including 0.40+ Acre Easement for Future Parking)" on a map or plan entitled: "Prepared for Santo Benacquista and Antonio Sabatini 8 Turnpike Road Windsor Locks, Conn. Alford Associates Civil Engineers Windsor, Connecticut Wilson M. Alford, Sr., P.E. & L.S. Wilson M. Alford, Jr., P.E. & L.S. Alford Associates, Inc. Date: Jan. 3, 1985 Scale: 1 In. = 40 Ft., Date Revision 1/4/85 Add. Note #15 1/10/85 Add. Easement 'C'", which said map or plan is on file in the office of the Town Clerk in said Town of Windsor Locks, to which reference is hereby made. Said premises are more particularly bounded and described as follows:

Commencing at an iron pin set in the northerly line of land of the State of Connecticut known as Connecticut Route 20 and also known as the Bradley Field Connector, which iron pin is 480.46 feet westerly, as measured in the northerly line of said Connecticut Route 20 or Bradley Field Connector from a monument set in the westerly street line of Turnpike Road also known as Ella T. Grasso Turnpike, and which iron pin marks the southeasterly corner of the within described premises;

Thence N 15° 48' 10" E., along Parcel A, as shown on said map, a distance of 52.75 feet to a point;

Thence N 74° 11' 50" W., continuing along Parcel A as shown on said map, a distance of 129.67 feet to a point;

Thence N 59° 52' 50" W., continuing along said Parcel A, as shown on said map, a distance of 51.94 feet to a point;

Thence N 15° 48' 10" E., continuing along Parcel A, as shown on said map, a distance of 200.00 feet to a point in line of land now or formerly of Richard A. & Pauline Miner;

Thence N 74° 11' 50" W., along land now or formerly of Richard A. & Pauline Miner, a distance of 968.38 feet to a point in line of land now or formerly of United Technologies Corporation Hamilton Standard Division;

Thence S 1° 14' 25" W., along land now or formerly of United Technologies Corporation Hamilton Standard Division, a distance of 235.64 feet to a point in line of land of the State of Connecticut known as Connecticut Route 20 and also known as the Bradley Field Connector;

Thence in a general easterly direction along the arc of the curve of land of the State of Connecticut known as Connecticut Route 20 and also known as the Bradley Field Connector, having a delta of 10° 30' 10" and a radius of 4019.72 feet, a distance of 705.27 feet to a point;

Thence S 54° 49' 05" E., continuing along land of the State of Connecticut known as Connecticut Route 20 and also known as the Bradley Field Connector, a distance of 103.24 feet to a point;

Thence continuing in a general easterly direction along the arc of the curve of land of the State of Connecticut known as Connecticut Route 20 and also known as the Bradley Field Connector, having a delta of 7° 01' 05", a distance of 287.59 feet to the point and place of beginning.

Together with a permanent easement to the Grantee herein and its successors and assigns forever for vehicular and pedestrian traffic, over a portion of Parcel A as shown on said map and shown and designated as

"Access Easement 'A'" and "Access Easement 'B'" on the aforesaid map and more particularly described by the following courses and distances:
Access Easement "A": starting at an angle point in the west highway line of Turnpike Road also known as Ella T. Grasso Turnpike, said point being located 20.05 feet south, as measured in said highway line, from the southeast corner of property now or formerly of Harry D. Vanderbilt and the northeast corner of Parcel A; thence S 48° 38' 50" W., in the west street line of said Turnpike Road also known as Ella T. Grasso Turnpike, 49.87 feet to a point; thence along a curve to the left, 39.92 feet to a point; said curve having a radius of 30.00 feet and a central angle of 76° 14' 40"; thence along a curve to the right 82.18 feet to a point, said curve having a radius of 155.00 feet and a central angle of 30° 22' 45"; thence along a curve to the right 383.77 feet to a point; said curve having a radius of 2979.00 feet and a central angle of 7° 22' 50"; the three preceding courses being through Parcel A; thence N 15° 48' 10" E, along Parcel B, 34.00 feet to a point; thence along a curve to the left, 379.83 feet to a point, said curve having a radius of 2945.00 feet and a central angle of 7° 23' 25"; thence along a curve to the left 64.16 feet to a point, said curve having a radius of 121.00 feet and a central angle of 30° 22' 45"; thence along a curve to the right 39.78 feet to a point, said curve having a radius of 64.00 feet and a central angle of 35° 37' 00"; thence S 75° 35' 15" E, 47.59 feet to the point of beginning; the four preceding courses being through Parcel A: containing 17,750 square feet.

Access Easement "B": starting at a point on the north line of Parcel A, said point being 138.00 feet westerly from the west street line of Turnpike Road; thence S 20° 12' 00" W., 30.33 feet to a point; thence along a curve to the left, 37.99 feet to a point, said curve having a radius of 35.00 feet and a central angle of 62° 11' 15"; the two preceding courses being through Parcel A; thence along a curve to the right, 24.49 feet, through Parcel A and also along Access Easement "A", to a point, said curve having a radius of 121.00 feet and a central angle of 11° 35' 45"; thence along a curve to the right, 42.00 feet to a point, said curve having a radius of 55.00 feet and a central angle of 43° 44' 55"; thence N. 20° 12' 00" E, 30.33 feet to a point; the two preceding courses being through parcel A; thence S 69° 48' 00" E, in the north line of Parcel A, 20.00 feet to the point of beginning: containing 1410 square feet.

Said easements are conveyed together with and subject to the terms and conditions set forth in a deed from Clifford L. Osterling to Antonio Sabatini, Santo Benacquista and Joseph A. Eremita dated February 5, 1985 and recorded at Volume 152 at Page 68 of the Windsor Locks Land Records.

Received for Record at Windsor Locks, Ct
On 06/14/2022 At 2:45:43 pm

