



Recording requested by and when recorded return to:

KCE Land Holdings, LLC

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

NOTICE OF ENERGY STORAGE LEASE AND EASEMENT AGREEMENT

Pursuant to §47-19 of the General Statutes of Connecticut, notice is hereby given of the existence of the following energy storage lease and easement agreement (the "Lease"):

LESSEE:	KCE Land Holdings, LLC 25 Monroe Street, Suite 300 Albany, NY 12210 Attn: Legal Department
LESSOR:	Skinner Street Properties, LLC 9 Sequonia Trail East Hampton, CT 06424
DATE OF EXECUTION OF THE LEASE:	The Lease was originally executed on <u>May 10</u> , 2022 by both parties.
TERM:	The original term of the Lease is for approximately twenty (20) years.
COMMENCEMENT DATE:	The commencement date of the Lease is as of <u>May 10</u> , 2022.
TERMINATION DATE:	The termination date of the Lease is <u>May 10, 2042</u>
DESCRIPTION OF LEASED PREMISES:	Approximately 4 acres described in <u>Schedule A</u> attached hereto.
RIGHT OF EXTENSION OR RENEWAL:	Two (2) Extended Operations Terms of five (5) years each
OPTION TO PURCHASE:	The Lease contains no option to purchase.
PLACE WHERE LEASE IS TO BE ON FILE:	The Lease is on file at the offices of the Lessor and the Lessee at their respective addresses as disclosed in paragraphs 1 and 2 above.

This instrument, being intended to be a Notice of Lease 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, 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 to Follow]

This Notice of Energy Storage and Easement Agreement been duly executed by the parties hereto as of the day and year first written above.

Signed, sealed and
Delivered in the presence of:

Rene Wentworth
[Signature]
TIMOTHY WENTWORTH

LESSOR:

SKINNER STREET PROPERTIES, LLC,
a Connecticut limited liability company

By: [Signature]
Name: Howard M. Schwager Jr.
Title: Member

STATE OF CONNECTICUT:

: ss. Lebanon
COUNTY OF New London:

On this the 29th day of April, 2022, before me, the undersigned person, personally appeared Howard M. ~~Swager~~ Jr. who acknowledged himself to be the Sole Member and Manager of **SKINNER STREET PROPERTIES, LLC**, a Connecticut 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.

SWAGER
Jr.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]
Notary Public TIMOTHY WENTWORTH
Commissioner of the Superior Court

This Notice of Energy Storage and Easement Agreement been duly executed by the parties hereto as of the day and year first written above.

Signed, sealed and

Delivered in the presence of:

Ashley Vontenon

Uecno Rippan

LESSEE:

KCE LAND HOLDINGS, LLC,
a Delaware limited liability company

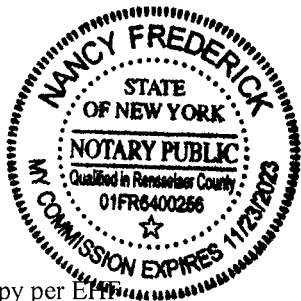
By: [Signature]
Name: Daniel Fitzgerald
Title: Authorized Representative

STATE OF NEW YORK:

COUNTY OF Rensselaer : ss. _____

On this the 10 day of May, 2022, before me, the undersigned person, personally appeared Daniel Fitzgerald who acknowledged himself to be the Authorized Representative of **KCE Land Holdings, 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.



[Signature]
Notary Public
Commissioner of the Superior Court

Schedule A

Legal Description

A portion of approximately 27.42 acres of real property and improvements located at 44 Skinner Street in the Town of East Hampton, Middlesex County, State of Connecticut, being more particularly described by that certain deed dated January 19th, 2006 and recorded in Book 0437 at Page 0989 of the East Hampton Land Records, and also known as Tax Parcel 20/48C/9.

Received for Record at East Hampton, CT
On: 05/24/2022 At: 04:20:59 PM
Kelly Bilodeau
Town Clerk

Execution Copy per EHF



After Recording, Please Return to:

KCE CT 8, LLC
c/o Key Capture Energy, LLC
25 Monroe Street, Suite 300
Albany, New York 12210

**ASSIGNMENT AND ASSUMPTION OF ENERGY STORAGE LEASE AND
EASEMENT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF ENERGY STORAGE LEASE AND EASEMENT AGREEMENT (the “Assignment”) is effective as of September **22**, 2022 (“Effective Date”), by and between **KCE Land Holdings, LLC**, a Delaware limited liability company with an address for mailing at 25 Monroe Street, Suite 300, Albany, NY 12210 (“Assignor”) and **KCE CT 8, 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 Energy Storage Lease and Easement Agreement dated May 10, 2022, by and between Assignor and Skinner Street Properties, a Connecticut limited liability company for the exclusive and irrevocable right to lease a portion of real property located at 44 Skinner Street in the Town of East Hampton, Middlesex County, State of Connecticut (the “Lease”), 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 Lease, and (2) all of the rights, duties, obligations, and liabilities of the Assignor under the Lease.

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 Lease. As of the Effective Date, the Assignor hereby assigns, conveys, transfers, and sets over unto the Assignee all of such Assignor’s right, title, and interest in, to, and under the Lease, subject to the terms and conditions of this agreement.

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 Lease, subject to the terms and conditions of this Agreement.

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 State of 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 written above.

[SIGNATURE PAGES FOLLOW]

WITNESSES:

ASSIGNOR:

KCE LAND HOLDINGS, LLC

Vernon Ryan Rippeon
X: Vernon Ryan Rippeon

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

Eric Bienstock
X: Eric Bienstock

STATE OF NEW YORK

COUNTY OF **ALBANY**

On the 22 day of September, 2022, before me, the undersigned personally appeared **Dorsey Taylor Quarles**, personally known to me or proved to be 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 executed the same in his capacity, that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.



[Signature]
Notary Public

shf

WITNESSES:

ASSIGNEE:
KCE CT 8, LLC

Vernon Ryan Rippeon
X: Vernon Ryan Rippeon

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

Eric Bienstock
X: Eric Bienstock

STATE OF NEW YORK

COUNTY OF ALBANY

On the 22 day of September, 2022, before me, the undersigned personally appeared **Dorsey Taylor Quarles**, personally known to me or proved to be on the basis of satisfactory evidence to be the Authorized Representative of **KCE CT 8, 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 person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.



[Signature]
Notary Public

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EXHIBIT A

Energy Storage Lease and Easement Agreement dated May 10, 2022, by and between Skinner Street Properties, LLC, as Lessor, and KCE Land Holdings, LLC, as Lessee, a notice of which was recorded on May 24, 2022 in the Official Public Records of East Hampton, Connecticut in Volume 631, Page 139.

Received for Record at East Hampton, CT
On: 10/17/2022 At: 10:58:43 AM
Kelly Bilodeau
Town Clerk

shf