



LODESTAR ENERGY

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (the "Agreement") made and effective this 2nd day of January 2024 (the "Effective Date"), by and between **Linda K. Bertolette and Leonard H. Kesten, Individually, as Co-Trustees of The Abraham Kesten Family Trust and Co-Executors of the Estate of Bina Kesten**, having a mailing address of [REDACTED] ("Seller") and **Colony Honey LLC**, having a mailing address 40 Tower Lane, Suite 201, Avon, CT 06001 ("Buyer"). Seller and Buyer shall be known individually as a "Party" and collectively as the "Parties".

WHEREAS, Seller and Buyer hereby agree upon certain business terms contained in Exhibit A attached hereto that shall become part of this Agreement;

WHEREAS, Seller owns certain real property located at 166 South Street, Morris, Litchfield County, CT 06763 as described in Exhibit B attached hereto (the "Property"), and the Parties wish to set forth their agreement concerning Buyer's option to enter into a real estate purchase and sale agreement (the "PSA"), in order to ultimately purchase the Property;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Grant of Option. In consideration for the Option Price (as described in Exhibit A), Seller grants to Buyer the exclusive and irrevocable privilege and option (the "Option") to purchase the Property on the terms and conditions in Exhibit A and herein. Unless this Agreement is terminated by Buyer within fourteen (14) days of execution hereof by both Parties, the Option Price shall be non-refundable and shall be delivered to Seller within fourteen (14) days of the Effective Date.

2. Right to Access. During the Option Term, and any Option Extension (as defined in Exhibit A), Buyer shall have the right to enter the Property to conduct tests and studies, at Buyer's sole expense, to determine the suitability of the Property for the construction and operation of a commercial solar photovoltaic facility (the "Bina and Abraham Solar Farm"). The tests may include, without limitation, surveys, soil tests and environmental assessments (collectively, the "Due Diligence").

3. Option Term. If Buyer does not exercise the Option by the end of the Option Term, including any Option Extension, neither Party shall have any further obligations to the other and this Agreement shall terminate automatically.

4. Exercise of Option. Buyer may exercise the Option at any time up to fourteen (14) days prior to the end of the Option Term, or the applicable Option Extension, by delivering written notice to Seller of Buyer's intention to purchase the Property, and accompanied by a PSA incorporating the terms and conditions as set forth herein, and including other terms, representations, covenants and conditions as are customarily included in real estate purchase and sale agreements for similar property located in the state in which the Seller's property is located. Upon Buyer's exercise of the Option, the Option Term shall be automatically extended until Buyer and Seller enter into a PSA for the Property. Buyer and Seller shall negotiate in good faith the terms and conditions of such PSA (other than the economic terms set forth herein,

which have been agreed to), and shall use diligent and commercially reasonable efforts to finalize such negotiations within ten (10) business days of Seller's receipt of Buyer's exercise of the Option. Upon finalization of the PSA, Buyer and Seller shall promptly fully execute the PSA.

5. Title. Seller shall convey title to Buyer via a trustee's deed and executor's deed conveying marketable title free from liens and encumbrances, except those utility easements of record. Seller shall provide all necessary documents relating to The Abraham Kesten Family Trust and the estate of Bina Kesten, including but not limited to tax clearance letter(s) and trustee certificate(s), as a condition of closing.

6. Assignability. Buyer may assign this Agreement to any affiliate for the same purpose and on the same terms and conditions set forth herein. If Buyer assigns this Agreement, all privileges and obligations of Buyer (and all conditions precedent to closing the purchases described herein) with respect to the purchases described herein shall inure to the benefit of and may be performed by the assignee, whether such assignment is made before or after exercise of the Option. Seller may not assign this Agreement without Buyer consent.

7. Due Diligence. During the Option Term, including any Option Extension, Buyer may complete Due Diligence activities. Within ten (10) days of full execution of this Agreement, Seller shall provide Buyer with all due diligence materials, including, but not limited to, all plans, plats, drawing, environmental reports, surveys, violations, permits, existing leases, subleases, etc. Seller agrees to cooperate with Buyer during its Due Diligence and to obtain any public and government approvals.

8. Contact with Authorities. In order for Buyer to make an informed decision with regard to exercise of the Option, it is understood and Seller specifically agrees that Buyer or its agents may contact various local or other governmental authorities, departments, or agencies concerning the Property, including, without limitation, with respect to zoning matters. Seller agrees to cooperate with Buyer to permit the Bina and Abraham Solar Farm.

9. Broker. The Parties represent to one another that they have not dealt with any other broker or finder, unless set forth in another writing, signed by both Parties hereto, with respect to this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any breach of the foregoing representation.

10. Recording. This Agreement may not be recorded by Buyer without Seller's prior, written consent.

11. Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, legal representatives and assigns, it being specifically understood that unless Buyer declines to exercise the Option or defaults under a subsequent agreement of sale, Seller may not sell, transfer or convey during the Option Term any interest in the Property to any third party whatsoever. Further, during the Option Term and any applicable Option Extension, Seller shall refrain from negotiating or dealing with any other persons concerning the lease or sale of the Property.

12. Notices. Any notice to Seller shall be given to the following address: 82 Ely Road, Farmington, CT 06032. Notices to Buyer shall be given by certified mail, return receipt requested (or other nationally recognized overnight mail service), effective upon receipt, to the following address: 40 Tower Lane, Suite 201, Avon, CT 06001.

13. Agricultural Use. Seller previously entered into a lease agreement dated April 1, 2023 (the “Farm Lease”) permitting Logue Farms, Inc. (the “Tenant”) use of twenty-two (22) acres of the Property for harvesting of hay, and other permitted agricultural activities, as depicted in **Exhibit C** attached hereto (the “Farm Lease Area”). The Parties agree that Tenant shall be permitted to use the Farm Lease Area through December 31, 2024. Thereafter, Buyer and Tenant may negotiate continued use of the Farm Lease Area until such time as Buyer notifies Tenant of its planned construction of the Facility or terminates said agreement in Buyer’s sole discretion.

14. Authorization. Simultaneous with the execution of this Agreement, each owner will execute a letter of authorization, in the form attached hereto as **Exhibit D**. The letter of authorization is required for Buyer to commence discussions with the applicable utility company regarding the feasibility of the proposed Facility.

15. Entire Agreement. This Agreement contains the entire agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter thereof and supersedes all prior discussions between the Parties. No modification of or amendment to this Agreement, not any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

16. Governing Law. Shall be governed by and construed under the laws of the state where the Property is located.

17. Counterparts. This Agreement may be executed in counterparts, including electronically, each of which shall be considered an original, and taken together shall constitute the same instrument. A copy of this Agreement sent via DocuSign or electronic mail in a portable document format (“PDF”) will be considered an original.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement and made it effective the date and year first above written.

Seller:

LINDA K. BERTOLETTE

Linda K. Bertollette

LEONARD H. KESTEN

L. H. Kesten

THE ABRAHAM KESTEN FAMILY TRUST

By: Linda K. Bertollette
Name: Linda K. Bertollette, Co-Trustee

By: L. H. Kesten
Name: Leonard H. Kesten, Co-Trustee

THE ESTATE OF BINA KESTEN

By: Linda K. Bertollette
Name: Linda K. Bertollette, Co-Executor

By: L. H. Kesten
Name: Leonard H. Kesten, Co-Executor

Buyer:

COLONY HONEY LLC

By: US Agriculture LLC, Its Manager

By: Jeffrey J. Macel
Name: Jeffrey J. Macel
Its: Manager

[Signature page of Option to Purchase Agreement]

EXHIBIT A

Effective Date	January <u>2</u> , 2024
Seller(s)	Linda K. Bertolette and Leonard H. Kesten, Individually, as Co-Trustees of The Abraham Kesten Family Trust and Co-Executors of the Estate of Bina Kesten
Buyer	Colony Honey LLC
Property	166 South Street, Morris, Litchfield County, CT 06763
Option Term	Three (3) months commencing on the effective date of the option agreement
First Option Extension	One (1) additional period of fifteen (15) months, exercisable in Tenant's sole discretion
Second Option Extension	One (1) additional period of twelve (12) months, exercisable in Tenant's sole discretion
Option Price	██████████ payable within 5 business days of the effective date of the option agreement
First Option Extension Price	██████████ payable within 5 business days of the exercise of the First Option Extension
Second Option Extension Price	██████████ payable within 5 business days of the exercise of the Second Option Extension
Purchase Price	██████████
Closing Date	Sixty (60) days after the effective date of the PSA
Taxes	Seller shall be responsible for all property taxes associated with the Property during the Option Term and all transfer taxes at Closing.
Assignment	Tenant may freely assign the PSA to any of its affiliates or related parties.
Permitted Use	The use of the Property for the development, installation, construction, interconnection, maintenance, operation, repair, replacement and decommissioning of the Facility and energy storage device(s).

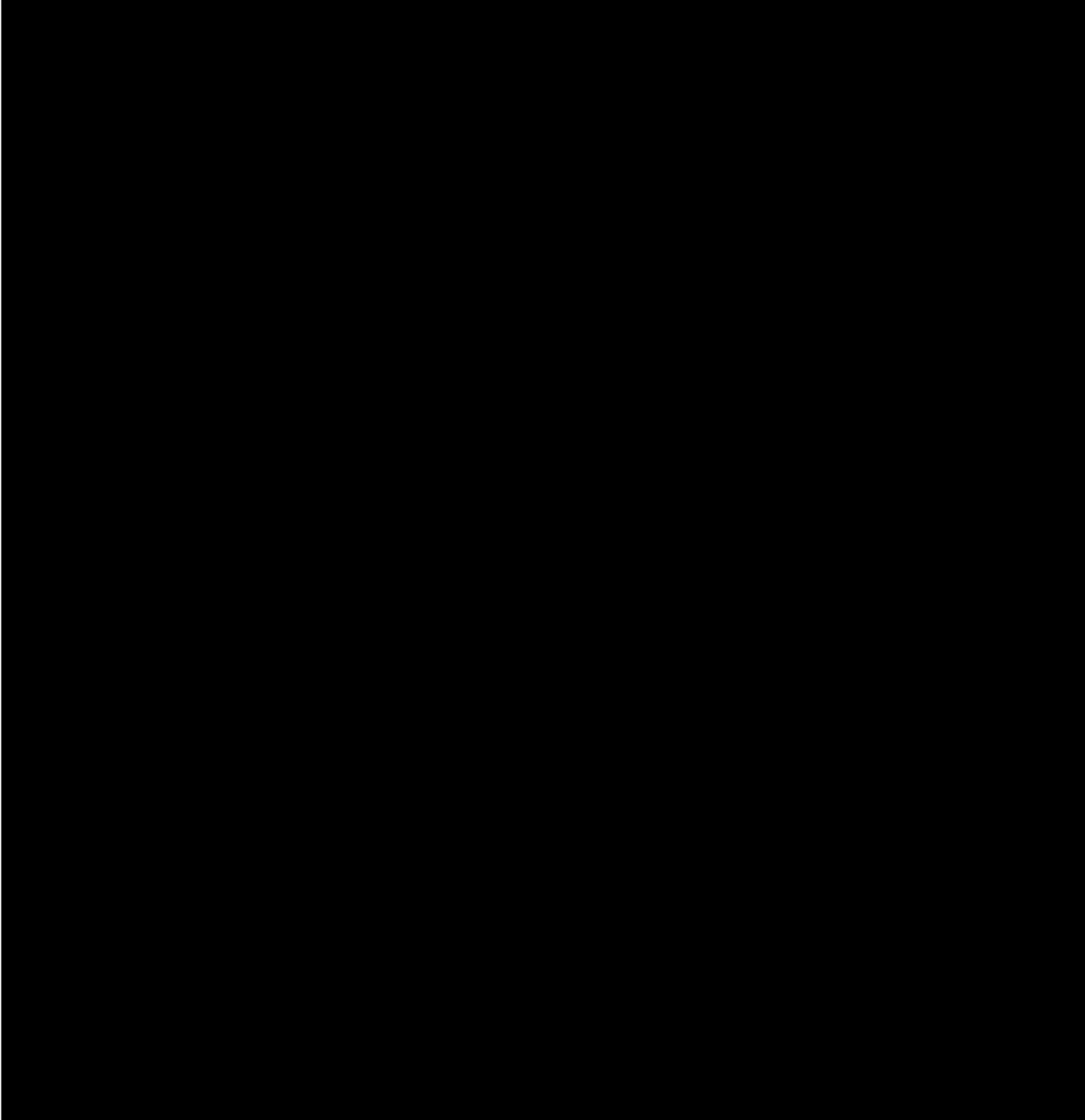
EXHIBIT B

166 South Street, Morris, Litchfield County, CT, 06763: Map-Block-Lot 03/680/166



EXHIBIT C

Farm Lease



IN WITNESS WHEREOF, Linda K. Bertollette, Attorney in fact for Bina Kesten, have

EXHIBIT D

Connecticut Interconnection Proof of Lease or Ownership

To Be Completed for All Non-Residential Applications

Eversource Energy
Distributed Energy Resources
107 Selden Street
Berlin, Connecticut 06037

Re:	DEVELOPER	LSE Phobos LLC
		svalone@lodestarenergy.com
	PROJECT	INT-
	PROPERTY	166 South Street Morris, CT 06763

Linda K. Bertolette and Leonard H. Kesten, Individually, as Co-Trustees of The Abraham Kesten Family Trust and Co-Executors of the Estate of Bina Kesten (the “Property Owner”) is the owner of the above-referenced property (the “Property”). LSE Phobos LLC (the “Developer”) is the developer of the project identified above.

The Property Owner and the Developer have entered into an agreement authorizing the Developer to use the Property for the purpose of constructing and operating a distributed generation facility. The type of agreement that is in place is indicated below by a check mark.

x	Signed option agreement to lease or purchase the Property.
	Executed lease agreement for the Property.
	Executed agreement to purchase the Property.
	License or other agreement granting exclusive right to use the Property for purposes of constructing and operating the distributed generation facility.
	N/A - Property Owner will own and operate the distributed generation facility.

Property Owner and Developer entered into the agreement on 1/2/2024
(MM/DD/YYYY)

Term of Agreement (including options to extend) 7/2/2026
(MM/DD/YYYY)

[Remainder of Page Intentionally Left Blank]

STATE OF CT)
COUNTY OF Hartford) ss.

January 3, 2024

Property Owner

By: Linda K. Bertollette
Printed Name: Linda K. Bertollette
Date: 1/3/2024

Property Owner

The Abrham Kesten Family Trust

By: Linda K. Bertollette
Printed Name: Linda K. Bertollette
Title: Co-Trustee
Date: 1/3/2024

Property Owner

Estate of Bina Kesten

By: Linda K. Bertollette
Printed Name: Linda K. Bertollette
Title: Co-Executor
Date: 1/3/2024

Subscribed and sworn to

this 3rd day of January, 2024

Gina Lynn Lortie

Notary Public

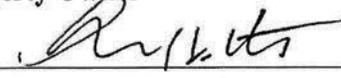
My Commission Expires: Aug 31, 2027



STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

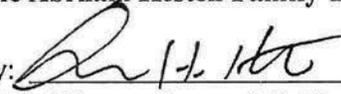
January 2, 2024

Property Owner

By: 
Printed Name: Leonard H. Kesten
Date: January 2, 2024

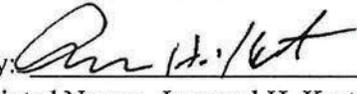
Property Owner

The Abraham Kesten Family Trust

By: 
Printed Name: Leonard H. Kesten
Title: Co-Trustee
Date: January 2, 2024

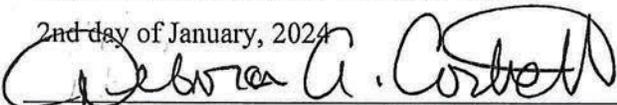
Property Owner

Estate of Bina Kesten

By: 
Printed Name: Leonard H. Kesten
Title: Co-Executor
Date: January 2, 2024

As subscribed and sworn before me on this

2nd day of January, 2024



Notary Public, Debora A. Corbett

My Commission Expires: 1/9/26

