



LODESTAR ENERGY

## OPTION AGREEMENT

This Option Agreement, made and effective this 2nd day of July, 2023 (the “Effective Date”), by and between **Colony Honey LLC**, a Connecticut limited liability company, having a mailing address of 40 Tower Lane, Suite 201, Avon, CT 06001 (“Owner”) and **LSE Phobos LLC**, a Connecticut limited liability company, having a mailing address of 40 Tower Lane, Suite 201, Avon, CT 06001 (“Optionee”). Owner and Optionee shall be known individually as a “Party” and collectively as the “Parties”.

WHEREAS, Owner owns or has the exclusive right to own certain lots or parcels known as 166 South Street, Morris, CT (the “Property”); and

WHEREAS, Optionee and Owner wish to set forth their agreement concerning Optionee’s option to lease a portion of the Property, as more fully depicted on “**Exhibit A**” attached hereto and made a part hereof (the “Lease Area”), on the Property for a photovoltaic solar array facility (the “Facility”);

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. Owner grants to Optionee the exclusive and irrevocable privilege and option (the “Option”) to lease the Lease Area on the terms and conditions described below.

2. Option Term.

(a) The term of this Option Agreement shall be twelve (12) months from the Effective Date of execution hereof by both Parties (the “Option Term”).

(b) Optionee shall have the ability to extend the Option Term for two (2) additional twelve (12) month extensions at its sole discretion (each an “Option Term Extension”). Optionee shall provide written notice of such election no less than seven (7) days prior to the Option Term or applicable Option Term Extension expiration.

(c) If Optionee does not exercise the Option by the end of the Option Term or Option Term Extension, neither Party shall have any further obligations to the other and this Option Agreement shall terminate automatically.

3. Exercise of Option. Optionee may exercise the Option at any time up to the end of the Option Term or Option Term Extension by delivering written notice of Optionee’s intention to lease the Lease Area either (a) in person, or (b) by certified mail, return receipt requested (or other

nationally recognized overnight mail service), effective upon receipt, to Owner at the above referenced address. Along with delivering written notice, Optionee shall deliver a lease incorporating the terms and conditions that are generally set forth herein, and including other terms, representations, covenants and conditions as are customarily included in real estate ground leases. Upon Optionee's exercise of the Option, the Option term shall be automatically extended until Optionee and Owner enter into a lease for the Lease Area. Owner and Optionee shall negotiate in good faith and shall use diligent and commercially reasonable efforts to finalize such negotiations within ten (10) business days of Optionee's exercise of the Option.

4. Terms of Lease. Provided Optionee timely exercises the Option, (time being of the essence), the lease terms shall be as follows:

(a) Rent:

a. Development Period Rent. Upon exercise of the Option, Optionee shall have up to twelve (12) months to fully construct the Facility (the "Development Period"). During the Development Period the Optionee shall pay rent in the amount of [REDACTED] per month until the sooner of (a) the commercial operation date of the Facility, or (b) expiration of the twelve-month Development Period.

b. Operation Period Rent will begin Three Hundred Sixty-Five (365) days after the commencement of the Development Period (the "Operation Period Rent"). Operation Period Rent will be [REDACTED] per annum, with a [REDACTED].

(b) Term: The lease will be for a period of twenty-five (25) years (the "Lease Term"), with three (3) five (5) year options at Optionee's sole discretion (each a "Lease Term Extension"). The Lease Term and Lease Term Extension may be collectively referred to as the "Term".

5. Taxes. During the Option Term or Option Term Extension, Owner shall be responsible for all personal and real property taxes associated with the Property. During the Term of the lease, Optionee shall be responsible for all personal and real property taxes associated with the Property.

6. Conditions Precedent to Lease. Title to the Lease Area shall be good and marketable, subject only to easements and zoning restrictions of, and title shall be insurable by a title insurance company at Optionee's choice at regular rates.

7. Assignability. Optionee may assign this Option Agreement to any affiliate of Optionee for the same purpose and on the same terms and conditions set forth herein.

8. Contact with Authorities. In order for Optionee to make an informed decision with regard to exercise of the Option, it is understood and Owner specifically agrees that Optionee 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. Owner agrees to cooperate with Optionee to permit the Facility.

9. Broker. The Parties represent to one another that they have not dealt with any broker or finder.

10. Recording. This Option Agreement may not be recorded by Optionee without Owner's prior, written consent.

11. Parties. This Option 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 Optionee declines to exercise the Option, Owner 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, Owner shall refrain from negotiating or dealing with any other persons concerning the lease or sale of the Property.

12. Notices. Any notice to Owner shall be given to the following address: 40 Tower Lane, Suite 201, Avon, CT 06001. Notices to Optionee 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. Entire Agreement. This Option Agreement contains the entire agreement between the Parties with respect to the subject matter thereof. This Option Agreement may not be amended or modified, nor may any provision be waived, unless in writing signed by the Party against whom enforcement is sought.

14. Easements. During the lease term, Owner shall grant Optionee all easements necessary for operation of the Facility, including, but not limited to, an access easement agreement. Additionally, Owner shall execute an electrical, utility and access easement with the relevant utility company.

15. Agricultural Host. Optionee agrees that it shall be fully responsible to submit the Lease Area into the Non-Residential Renewable Energy Solutions program in Connecticut (the "Program"). Owner agrees that qualification for the Program may require documentation of Owner's farming operation at or near the Property, including but not limited to, a Connecticut Farmer Tax Exemption Permit, IRS Schedule F, and Eversource electric bills.

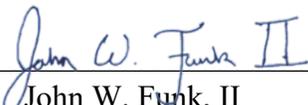
16. Governing Law. This Option Agreement shall be governed by and construed under Connecticut law.

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

Owner:

COLONY HONEY LLC

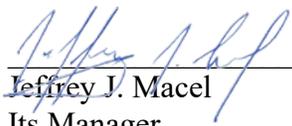
By: US Agriculture LLC, Its Manager

By:   
\_\_\_\_\_  
John W. Funk, II  
Its Manager

Optionee:

LSE PHOBOS LLC

By: Lodestar Energy LLC, Its Manager

By:   
\_\_\_\_\_  
Jeffrey J. Macel  
Its Manager

## Exhibit A

### Lease Area

A portion of that certain real property referred to as 166 South Street, Morris, CT as depicted below. The lease area shall be more particularly defined via a boundary survey.

