

GROUND LEASE

This Ground Lease (this “Lease”) is made and entered into as of April 11, 2025 (the “Effective Date”), by and between **Simsbury Real Estate Holdings LLC**, a Delaware limited liability company with an address of 140 Nod Road, Simsbury, CT, 06089 (“Landlord”) and **LSE Lynx LLC**, a Connecticut limited liability company with an address of 18 North Main Street, 2nd Floor, West Hartford, CT 06107 (“Tenant”).

WHEREAS, Landlord owns approximately 119.23 acres of real property located at 140 Nod Road, Simsbury, Hartford County, CT 060789 Map Block Lot G18 110 003 and as more particularly described in **Exhibit A** attached hereto (the “Property”), and Tenant wishes to develop, design, install and operate a solar-powered electric generation facility (the “Facility”) on a portion (approximately eighteen and two tenths (18.2) acres) of the Property as described in **Exhibit B** attached hereto (the “Lease Area”);

WHEREAS, Landlord is willing to lease the Lease Area to Tenant, and Tenant is willing to lease the Lease Area from Landlord, for the development, construction, operation and maintenance of the Facility and associated uses necessary or ancillary thereto, excluding energy storage;

WHEREAS, Tenant desires and Landlord is willing to grant Tenant certain easements across the Property which easements are necessary for the development, construction, operation and maintenance of the Facility on the Lease Area;

NOW THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms within this Lease shall have the meanings as set forth in the Glossary of Terms, attached hereto and incorporated herein.

SECTION 2. LEASE. Landlord hereby leases the Lease Area to Tenant and Tenant hereby leases the Lease Area from Landlord for the Permitted Uses together with the right to use the Easements (as more particularly described below) appurtenant thereto for the Term. Subject to the rights of Landlord following an Event of Default by Tenant, Tenant shall have quiet and peaceful possession of the Lease Area and any other rights granted by this Lease 24 hours per day, seven days per week, for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other person or entity claiming (whether at law or in equity) by, through or under Landlord. Landlord specifically agrees that, if Landlord or its agents, representatives or lessees continue to utilize the existing recreational use whether as a golf or Frisbee golf course, or other use located on the Property, such use shall in no way unreasonably interfere with Tenant’s Lease Area and use thereof or the Facility.

SECTION 3. RIGHTS; GRANT OF EASEMENTS.

(a) Landlord hereby grants to Tenant the rights to use the Lease Area and Easement Areas for the Permitted Use and, in addition, Easements Areas as delineated herein. Landlord and Tenant shall mutually agree on such Easement Areas in writing prior to submission to the Connecticut Siting

Council and shall mutually agree to any changes in such locations if changes are requested by the Connecticut Siting Council. Upon approval of the Facility by the Connecticut Siting Council, Tenant shall present to Landlord a survey depicting the proposed, final Lease Area and the Easement Areas. The Easement Areas are as follows:

(i) a right to receive without interference from natural or man-made obstructions all solar energy received by the Property; including the right, but not the obligation, at Tenant's expense, from time to time to trim and cut down and clear down and clear away or otherwise destroy any and all trees, vegetation, brush and improvements now or hereafter on the Property, which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Facility, overshadow or block or interfere with access of sunlight to the Facility and/or interfere with the exercise of Tenant's rights hereunder (the "Solar Easement"); it being understood and agreed by Tenant that, at Landlord's request, Tenant will remove the stumps, brush hog, and clear the branches of any trees that it cuts down in the Easement Areas so that Landlord may use that area at its sole discretion so long as such use does not cause interference with the Facility and/or the Solar Easement;

(ii) an exclusive right to operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the EDC electrical distribution system, the location of which will be determined by the EDC; and including the right to allow the local electrical utility to enter onto the Property to perform the same (the "Utility Easement");

(iii) Landlord hereby grants to Tenant its easement rights of pedestrian, vehicular and equipment access to the Facility at all times, which is necessary or convenient for ingress and egress to the Facility over, across or through the Property so long as its access to the Facility and easement rights as set forth in clauses (i) – (iii) below do not unreasonably interfere with the Property's other uses (the "Access Easement"); (the "Access Easement");

(iv) A non-exclusive right of pedestrian, vehicular and equipment access to the Facility across or through the Property at all times, which is necessary or convenient for ingress and egress to the Facility;

(v) exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the EDC electrical distribution system, the location of such infrastructure to be at least ten (10) feet from any access road but which clearance will be determined by the EDC but at all times will be within the Access Easement; and including the right to allow the local electrical utility to enter onto the Property to perform the same;

(vi) an exclusive easement to be located at a mutually acceptable location on the Property for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for Facility construction activities, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility ("Laydown Easement"). Landlord's grant of the Laydown Easement shall commence on the Notice to Landlord that construction has commenced and end upon termination of the Development Period.

(b) Landlord's grant of easements in Sections 3(a) and 3(b) (collectively the

“Easements” and the space occupied by the Easements shall be the “Easement Areas”) shall commence on the Effective Date and end upon termination of the Decommissioning Period. Tenant shall take such measures to minimize the disruption of traffic on public roads to the Facility and retain the services of a Simsbury police officer to direct traffic, if needed. If reasonably requested by Tenant, Landlord shall execute stand-alone easement agreements, if necessary or desired by Tenant so as to ensure that Tenant receives the full intended benefit of such easements, and in addition to recording the Memorandum of Lease (in accordance with Section 17), shall execute and permit Tenant to record any other documents reasonably requested by Tenant to evidence and give effect to such easements.

(c) Other than exclusive use of the Lease Area and non-exclusive use of the Easement Areas granted to Tenant pursuant to this Lease, Landlord reserves for itself and its agents, licensees, invitees, employees, lessees, sublessees, successors and assigns all other rights related to the Property, its site improvements, existing structures and facilities and such improvements as may be constructed on the Property so long as such improvements or structure improvements do not interfere with Tenant’s Solar Easement rights. Without limitation, Landlord’s reserved rights shall include but not be limited to (i) a right of reasonable access to the Property; (ii) the right, from time to time, to create, grant or convey one or more non-exclusive rights of way and/or easements over or in respect of any portions of the Property (other than on the Lease Area) and the right to mortgage or grant security interests in the Property in connection with Landlord financing; and (iii) the right from time to time to remove, relocate, substitute, use, construct or connect to, at its sole cost and expense, any building improvements, utility or other structure (other than on the Lease Area) hereinafter existing on the Property, in Landlord’s reasonable discretion and (iv) the right to reasonably use the area outside the fence line of the Facility so long as such use does not interfere with (a) Tenant’s Solar Easement rights or (b) compromise or adversely impact any design feature of the solar array and its associated permits and approvals, whether for stormwater, permitting, environmental or any other regulatory or legal compliance.

(d) Notwithstanding anything to the contrary in this Section 3, Landlord shall be consulted and must agree in advance with respect to any infrastructure or pole relocation that deviates from the survey referenced in Section 3(a) and no such work or relocation on the Solar Easements, Utility Easement, or Access Easement shall interfere with the Property’s other uses. Landlord and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Landlord’s safety rules, but shall not interfere with the installation work or handle any Tenant equipment or the Facility without written authorization from Tenant. Such observation shall not constitute any review or approval by Landlord of any such work, liability for which shall at all times remain exclusively with Tenant.

SECTION 4. TERM. This Lease will consist of a Development Period, an Operations Period, and a Decommissioning Period.

(a) The Development Period will begin on the Effective Date and will terminate upon the Commercial Operation Date.

(b) The Operations Period will commence at 12:01 a.m. on the first day after the Commercial Operation Date

For the avoidance of doubt, the Operations Period will end at 11:59 p.m. on the last day of the month in which the twenty-fifth (25th) anniversary of the Operations Period Commencement Date occurs. Tenant shall have the right to extend the Operations Period for three (3) additional periods of five (5) years each. At least thirty (30) days prior to the beginning of the applicable extension term, Tenant shall deliver notice to Landlord of Tenant's intent to exercise the extension option, and Tenant and Landlord, at Tenant's expense, shall prepare and record any amendments to the Memorandum of Lease (in accordance with Section 17) and/or any other documents necessary to evidence and give effect to the extension.

(c) The Decommissioning Period shall commence on the expiration of the Operations Period (including any extensions thereof), and shall continue for a period of one hundred eighty (180) days, (provided that if such one hundred eighty (180) day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31 of the year following the expiration of the Operations Period) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination. Rent shall continue to be paid during the Decommissioning Period.

SECTION 5. TENANT'S USE OF THE LEASE AREA. Tenant may use the Lease Area for Permitted Uses, subject to limitations set forth below:

(a) During the Development Period, Tenant:

(i) may use the Lease Area for development work and tests including determining potential solar energy power production on the Lease Area, studying sunlight concentration and other meteorological data, extracting soil samples, conducting wildlife and other environmental studies, and conducting transmission feasibility studies;

(ii) may construct the Facility and engage in activities associated with constructing the Facility, including producing electricity prior to achieving commercial operations of the Facility and installing equipment necessary for remote monitoring of the Facility; and

(iii) may install structures and equipment for the security and protection of the Facility.

(b) During the Operations Period, Tenant may use the Lease Area for any of the Permitted Uses.

(c) During the Decommissioning Period, Tenant shall cease commercial operation of the Facility, and, in accordance with its decommissioning plan as referenced below, shall: (i) remove all structures, equipment, foundations, security barriers and transmission lines, and all underground foundations, supports, pilings, cables, conduits and other facilities to a depth of three (3) feet (and specifically excluding the removal of storm drains, driveways, above and underground electric lines, and fences at the request of Landlord) from the Lease Area and dispose of all materials contained in

the Facility in accordance with Applicable Law; (ii) if the Lease Area is not used for another electrical generating facility, restore the Leased Area to the extent necessary to comply with Applicable Law, including those relating to land use, zoning, revegetation, drainage or environmental conditions, and restoration of the surface of the land, including its grade and reseeded, to substantially the same condition it was in at the Effective Date, wear and tear excepted all as applicable to the Leased Area. This Section 5(c) shall survive any termination of this Lease. If Tenant fails to Decommission the Facility when and as provided in this Lease, then Landlord may do so, in which case Tenant shall reimburse Landlord for reasonable and actual costs of Decommissioning incurred by Landlord, less any salvage value received by Landlord, together with the payment of an amount equivalent to two (2) times the Rent set forth in Section 8(c) for each month or fraction thereof beyond the Decommissioning Period beyond the due date that the Facility is not fully decommissioned, within thirty (30) days after receipt of an invoice therefor from Landlord.

(d) Other than as explicitly stated herein, Tenant shall bear all of the cost, expense and risk, and Landlord shall bear none, with respect to any and all obligations and undertakings required or elected to be performed by Tenant under this Lease during the Development Period, Operations Period, and Decommission Period.

(e) At any time during the Development Period, including any Development Period Extensions, Tenant may elect, in Tenant's sole discretion, to terminate this Lease upon thirty (30) days' written notice to Landlord. The day after delivery of the notice shall be the effective date of the termination. Tenant shall execute and deliver to Landlord a notice of termination of this Lease and record the same in the jurisdiction where the Facility is located. Neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

SECTION 6. CONSTRUCTION OF THE FACILITY.

(a) Tenant may construct the Facility as Tenant, in its sole discretion, may determine : provided, however, that such development and construction shall comply with Applicable Law and the quality of its work and materials shall be in good and workmanlike manner and in accordance with industry standards. Landlord consents to Tenant's location of the Facility or related facilities or equipment at any location on the Lease Area, including at or near property boundary lines.

(b) Tenant shall give Landlord regular updates on the progress of installing the Facility. After Tenant has determined, in its reasonable judgment, that the Facility meets the EDC's requirements, has been installed in accordance with all Applicable Law, the EDC provides its approval to interconnect, the Connecticut Public Utilities Regulatory Authority ("PURA") provides its approval for the Facility to operate, and the Facility is capable of producing electricity on a continuous basis while exposed to sunlight, Tenant shall notify Landlord that installation of the Facility is complete and shall specify the Commercial Operation Date for the Facility, as defined herein.

(c) Landlord hereby grants Tenant the right, but not the obligation, from time to time to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Property which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Facility, overshadow or otherwise block or interfere with access of sunlight to the Facility and/or interfere with the exercise of Tenant's rights hereunder. Landlord shall have

no liability for trees outside the Lease Area falling on and/or damaging any part of the Facility.

SECTION 7. LANDLORD ACTIVITIES.

(a) Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations to the Lease Area.

(b) Landlord shall not engage in activities at the Property that will materially impact the topography or soil conditions on the Lease Area or construct any structures or improvements on the Lease Area or Easement Areas.

(c) Landlord shall not construct buildings or structures, initiate or conduct activities or plant trees or vegetation of any type in the Solar Easement Area, as described in Section 3(a)(i) and as to be depicted on the approved survey in accordance with Section 3(a) or on the Property, which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Facility, overshadow or otherwise block or interfere with access of sunlight to the Facility and/or interfere with the exercise of Tenant's rights hereunder. Landlord and Tenant hereby acknowledge that Tenant shall have the right (but shall not be obligated) to remove, at Landlord's cost, any such buildings or other structures in violation of the preceding sentence and remove (at Tenant's cost) any vegetation in accordance with Section 3 herein.

(d) Landlord shall not enter the Lease Area without Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed but such access shall require that Tenant or its representatives escort any representatives of the Landlord.

(e) Landlord has been informed by Tenant and acknowledges that the presence of and construction and operation of the Facility and other activities related to the development, operation and Decommission of the Facility may potentially result in some nuisance to Landlord, such as visual impact. Landlord hereby accepts such nuisance and waives any right that Landlord may have to object to such nuisance and Landlord releases Tenant from any claims Landlord may have with respect to any such nuisance.

(f) Landlord hereby agrees to execute Tenant's interconnection agreement or application with the local utility provider, as owner of the Property, provided such application or agreement is commercially reasonable, upon the request of Tenant.

SECTION 8. RENT PAYMENTS. In consideration for the lease of the Lease Area, Tenant agrees to pay Rent to Landlord as follows:

(a) Development Period. During the Development Period, Tenant shall pay a amount of [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Operations Period. During the Operations Period, including any extensions thereof, Tenant shall pay to Landlord [REDACTED] pro-rated for partial years. If during the Term, Tenant replaces solar panels with solar panels of a higher wattage, or if more solar panels are placed on the Lease Area than total five (5) megawatts AC, Tenant shall notify Landlord within thirty (30) days of such increase becoming commercially operational, per the Notice Section below, and as a result, as the size of the System increases, Rent shall increase proportionately. Notwithstanding anything to the contrary herein, Rent shall start no later than December 31, 2028.

(c) The initial Rent shall escalate by [REDACTED] annually on the anniversary of the commencement of the Operations Period through the end of the Operations Period. In the event that Tenant exercises its rights to renewal term(s), as permitted by Section 4(b)(ii) herein, Rent shall reset to a base Rent of [REDACTED] scalator shall continue to apply. Schedule 8(b), attached hereto sets for the rental payments for the term of the Lease. Should Tenant desire to install one or more storage batteries at the Facility, Tenant shall first obtain Landlord's written approval with an amendment to this Lease. In addition, should Tenant require additional land on

the Property to expand the Facility, the Parties shall negotiate in good faith the location of such land and additional Rent to be paid by Tenant to Landlord for use of such land.

(d) Decommissioning Period. During the Decommissioning Period, Tenant shall continue to pay to Landlord Rent as set forth in Section 8(b) above, together with any amounts due but not paid prior to the commencement of the Decommissioning Period.

(e) Payment Method. Rent may be paid by check or wire transfer or immediately available funds. Upon request by Tenant, Landlord shall provide Tenant with account information to which wire transfers may be made. Tenant shall pay to Landlord the Rent in four equal quarterly installments during each Lease year on the first day of each succeeding quarter until the expiration of the Term, unless sooner terminated, payable on the first day of the applicable calendar month. The Rent shall be payable in advance and shall be paid to Landlord without notice or demand. Tenant, at its option, shall have the right to prepay any portion of the Rent.

(f)

SECTION 9. TAXES.

(a) Landlord shall be responsible for all taxes assessed against the Property for the Term and any extensions thereof, other than those obligations of Tenant identified below:

(i)

(ii) all personal property taxes that are assessed against the Facility; and

(iii) if the Lease Area is assessed as a separate tax parcel, all real property taxes assessed against the Lease Area from the commencement of the Operations Period through to the end of the Operations Period, and if the Lease Area is not assessed as a separate tax parcel, all real estate taxes allocated to the lease area that is directly attributable to the Facility or from any revaluations or the like from any use or zoning changes due to the presence of the Facility from the commencement of Operations Period through to the end of the Operations Period.

(b) Tenant shall pay all taxes for which Tenant is directly billed on or before the date such amounts are due, subject however to the right of Tenant to contest taxes in accordance with this Lease and Applicable Law. Tenant shall pay Landlord, within ten (10) business days after Tenant's receipt of the applicable invoice from Landlord, the amount of such taxes for which Tenant is responsible hereunder and which have not been billed directly to Tenant. Landlord will submit copies of tax bills or notices of assessments, appraisals or statements applicable to the Facility to Tenant promptly upon receipt thereof and at least two (2) weeks prior to the deadline to file an appeal for any such taxes, to the extent Landlord pays the same directly to the taxing authorities, Landlord will promptly provide evidence of such payment to Tenant. Notwithstanding the foregoing, Tenant shall have no obligation to pay or reimburse Landlord for any taxes that are not billed to Tenant in accordance with the terms and conditions of this Lease within sufficient time so that Tenant has the ability to appeal any such tax bill.

(c) Each Party may independently contest in good faith any tax assessments or payments, provided that all payments are made when due and such contest (or appeal, as the case

may be) complies with Applicable Law. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(d) If Tenant fails to pay directly or reimburse Landlord for taxes for which Tenant is responsible hereunder, Landlord may pay the same and in such event shall be entitled to recover such amount from Tenant together with interest thereon at a rate equal to one percent (1%) per month (twelve percent (12%) per annum).

(e) If Landlord fails to pay any taxes, judgments or liens that become a lien upon Tenant's interest in the Lease Area or improvements thereon for which Landlord is responsible hereunder, or fails to pay any obligations secured by a lien or encumbrance on the Lease Area, Tenant may pay such amounts and, in such event, shall be entitled to recover such paid amount from Landlord, together with interest thereon, calculated at a rate equal to the lesser of either (a) prime rate as reported by Federal Reserve Bank of New York, located in New York, New York, as of the date such payment was due and payable, or (b) the maximum rate permitted by Applicable Law.

(f) Except for those taxes and assessments due and payable with respect to the Facility, as provided in this Section 9, which shall be Tenant's sole responsibility, Landlord shall pay prior to delinquency all real property taxes and assessments levied on or against those portions of Landlord's property constituting the tax parcel of which the Lease Area is a part (the "Parent Tract"). Tenant may take any and all lawful steps to protect its interests in the Lease Area from tax liens or other encumbrances thereon. Tenant and Landlord shall reasonably cooperate with each other in any application made to have the Facility assessed separately from the Lease Area. Should Landlord fail to timely make any payment of taxes and assessments due with respect to the Parent Tract (excluding the Lease Area), and as a result of such failure Tenant's interest in the Lease Area is endangered or otherwise placed in jeopardy of forfeiture, then Tenant shall have the right, with simultaneous notice to Landlord, to pay or otherwise discharge (or cause the payment or discharge of) such taxes or assessments owed with respect to the balance of the Parent Tract, and thereafter (notwithstanding any other provision of the Lease) Tenant shall have the immediate right to deduct such amounts paid in discharge of Landlord's obligations hereunder, together with any reasonable expenses incurred by Tenant in connection therewith, from subsequent rental payments, as the same come due under the Lease.

SECTION 10. TITLE; PROPERTY CONDITION; AND LIENS.

(a) Prior to the execution of this Lease, Tenant has, at its sole cost and expense, delivered to Landlord a title commitment and, at Tenant's option, obtained title insurance relating to the Property prepared by a title insurance company to identify Existing Encumbrances, if any. Based on this title report that Landlord has had a reasonable opportunity to review, Landlord represents and warrants as of the date of such title report that Landlord has good and marketable title to the Property and Lease Area subject to no liens, easements, options or other encumbrances other than the Existing Encumbrances, and that no third person has any right to use, occupy or lease the Lease Area in whole or in part. Landlord further represents that Tenant's installation and operation of the Facility on the Lease Area and the use of the easements is not restricted by

any rights of use, existing structures, private agreements or options affecting the Property.

(b) Landlord further represents and warrants to its knowledge that, there is no hazardous or toxic substance, material, or waste that is or becomes regulated by any federal, state or local governmental authority on, under, or about the Lease Area, and Landlord further represents that it has not received any notice, claim, inquiry or demand regarding the actual or suspected presence of any hazardous or toxic substance, material, or waste on, under, or about the Lease Area from any federal, state or local governmental authority.

(c) After the Effective Date, in addition to Existing Encumbrances, and any refinancing of such Existing Encumbrances which does not increase the amount secured by such Existing Encumbrances, Landlord may grant a mortgage on all or part of its interest in the Property if (i) such mortgage is subject to this Lease; and (ii) the mortgagee enters into an agreement, on terms and conditions reasonably acceptable to Tenant, recognizing the priority of, Tenant's interest in the Lease Area pursuant to this Lease.

(d) Landlord shall not allow any encumbrances against the Lease Area other than Permitted Encumbrances. Landlord shall promptly pay all obligations secured by encumbrances against the Lease Area (whether or not such encumbrances are Permitted Encumbrances) and shall not allow any default to occur under obligations secured by encumbrances against the Lease Area. In lieu of paying amounts secured by encumbrances which are not Permitted Encumbrances, Landlord may provide a bond or other adequate security in accordance with Applicable Law and the reasonable requirements of Tenant.

(e) At Tenant's request, Landlord shall obtain from holders of Permitted Encumbrances such subordinations or non-disturbance agreements as Tenant may reasonably request to protect and secure Tenant's interest in the Lease Area or for or in connection with a financing or other financial arrangement related to the Property and/or the Facility. Such agreements shall include undertakings by the holders of Permitted Encumbrances (i) to notify Tenant of any defaults by Landlord in the performance of its obligations secured by the Permitted Encumbrances; and (ii) to provide Tenant a reasonable period of time after Tenant's receipt of notice from the holder of the Permitted Encumbrance, not less than thirty (30) days in the event of payment defaults, and sixty (60) days in event of non-payment defaults, to perform on behalf of Landlord to cure the default, before the holder of the Permitted Encumbrance can exercise any rights to foreclose upon or otherwise take ownership of the Lease Area. If the default cannot reasonably be cured within a sixty (60) day period then, provided Tenant has promptly commenced and is diligently performing actions to cure the default, Tenant shall have such period of time as is reasonably necessary to cure the default.

(f) Liens.

(i) The Facility, including without limitation all solar panels and related equipment and materials required to produce, transmit and/or distribute electric power, and all other improvements, fixtures, trade fixtures, equipment, and other property constructed or installed at the Lease Area by or on behalf of Tenant, (collectively, "Tenant Improvements") are, and shall remain, the property of Tenant and may be removed by Tenant in its sole discretion, at any time, and Landlord shall have no right, title or interest therein. The Parties agree that all Tenant Improvements constructed or installed at the Lease Area are intended solely for the use and benefit

of Tenant in connection with its commercial activities conducted at the Lease Area and are hereby severed by agreement and intention of the Parties and shall remain severed from the Lease Area, shall be considered with respect to the interests of the Parties as the property of Tenant or other party designated by Tenant, and, even though attached to or affixed to or installed upon the Lease Area, shall not be considered to be fixtures, improvements to, or otherwise a part of the Lease Area or Landlord's property, and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Lease Area or Landlord's property by Landlord. Landlord hereby waives, for and on behalf of itself and all parties claiming by, through or under Landlord, all rights, statutory or common law, or claims that it may have in Tenant Improvements including, without limitation, any right or lien of distraint or any other lessor's lien.

(ii) Neither Tenant nor anyone claiming through Tenant (including contractors or others hired by Tenant) shall have the right to file liens on the Property, including on Tenant's leasehold rights arising under this Lease.

SECTION 11. PERMIT APPLICATIONS AND FILINGS.

Landlord hereby acknowledges that Tenant intends to develop, construct and operate the Facility on the Lease Area. Tenant is hereby authorized, in the name of Landlord, Tenant or both, as Tenant may, as it deems necessary or appropriate, file with such federal, state and local authorities as Tenant (i) one or more applications to obtain any regulatory and/or zoning approval/relief regarding the Property or portions thereof to develop, construct and operate the Facility on the Lease Area; (ii) one or more applications to obtain construction, use or occupancy permits for the Facility or any portion thereof; and (ii.) applications to interconnect the Facility to the EDC. Landlord shall cooperate in good faith with Tenant and shall execute such applications promptly upon request by Tenant, so long as such applications are consistent with this Agreement and shall not oppose or interfere with Tenant in such regard. Landlord is not obligated to incur any expense in connection with such efforts. Tenant shall provide Landlord with copies of all applications made and permits obtained in the approval process of the Facility.

SECTION 12. INSURANCE AND INDEMNITY.

(a) Tenant, at its own expense, shall obtain and keep in force during the Term of this Lease a policy of comprehensive general liability insurance insuring Landlord and Tenant against any liability arising out of interests in, and activities on, the Lease Area, the Facility, and all areas appurtenant thereof. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for injury or death of one person in any one accident or occurrence and in an amount of not less than Two Million Dollars (\$2,000,000.00) for injury to or death of more than one person in any one accident or occurrence, and an umbrella policy with coverage of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall further insure Landlord and Tenant against liability for property damage of at least Five Hundred Thousand Dollars (\$500,000.00). The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same but at Tenant's expense. Tenant shall be required to provide Landlord with a certificate of insurance. Tenant's and its contractors' liability insurance (other than its workers' compensation insurance) shall each include provisions or endorsements naming Landlord as an additional insured as their interests may appear. Tenant shall provide and cause its contractors to provide to Landlord certificates of insurance as proof of insurance and naming Landlord as an additional insured.

(b) To the fullest extent permitted by law, each Party (the “Indemnifying Party”) shall indemnify, defend and hold the other Party, its shareholders, partners, members, directors, officers, employees, agents and contractors (the “Indemnified Persons”), harmless from and against all Losses incurred by the Indemnified Persons to the extent arising from, or out of, any claim for, or arising out of, any injury to or death of any person or loss or damage to property to the extent arising out of the Indemnifying Party’s, its employees’ and agents’ negligence, willful misconduct, or unlawful conduct. The Indemnifying Party shall not be obligated to indemnify any Indemnified Person for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Indemnified Person or for statutory violation of, or punitive damages against, any Indemnified Person except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Indemnifying Party or of any of the Indemnifying Party’s contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in this Lease.

SECTION 13. MAINTENANCE AND UTILITIES.

Tenant shall be responsible for the Facility and infrastructure maintenance, operation, and land maintenance within the Lease Area and Easement Areas, and any portion thereof, including access road maintenance needed for Tenant’s use only, mowing (two (2) times annually), maintain the fence line and all other operation and maintenance activities related to the Facility. Tenant shall be responsible for all utilities and services related to the Facility for the Term.

SECTION 14. CONDEMNATION.

(a) If, during the Term, any competent authority for any public or quasi-public purpose (“Condemnor”) seeks to take or condemn all or any portion of the Lease Area and/or the Easement Areas, Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. If, at any time during the Term, any Condemnor shall condemn all or substantially all of the Lease Area, or the Facility, so that the purposes of this Lease are frustrated, then the interests and obligations of Tenant under this Lease in or affecting the Lease Area and/or Easement Areas shall cease and terminate upon the earlier of (i) the date that the Condemnor takes physical possession of the Lease Area, Easement Areas or the Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Facility on the Lease Area in a commercially viable manner, or (iii) the date title vests in the Condemnor. Tenant shall continue to pay all amounts payable hereunder to Landlord until the earlier of such dates at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease, except for indemnity obligations, which shall survive any termination thereunder.

(b) If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Facility or the Lease Area, then the interest and obligations of Tenant under this Lease as to that portion of the Facility or the Lease Area so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Facility or the Lease Area, (ii) the date that Tenant, in its sole judgment, is no longer able or

permitted to operate the Facility on the Lease Area, or any portion thereof, in a commercially viable manner, or (iii) the date title vests in the Condemnor; and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Facility or the Lease Area. If the Lease Area becomes insufficient or unsuitable for Tenant's purposes hereunder, as determined by Tenant in its sole discretion, then Tenant shall have the right to terminate this Lease in accordance with this Section 14 as to the portion of the Lease Area to which Tenant continues to hold the rights, at which time Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease, except for indemnity obligations and Tenant's decommissioning obligations under Section 19, which shall survive any termination hereunder.

(c) For any taking covered by this Section 14, all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby. In determining their respective interests: the interest of Landlord shall be based on the value of Landlord's interest in the Lease Area (but excluding any of Tenant's interest in the Facility or any other of Tenant's improvements on the Lease Area) including the value of the underlying real estate without the Facility, taking into account the amounts paid or due to be paid hereunder by Tenant hereunder to Landlord during the remainder of the Term and all other terms and provisions of this Lease. The interest of Tenant shall be based on the value of Tenant's interest in the Lease Area (determined at the time of the taking), including the value of the Facility and Tenant's other improvements for the Term, and any cost or loss that Tenant may sustain in the removal and/or relocation of any Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by this Section 14 to occur.

SECTION 15. ASSIGNMENT.

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld conditioned or delayed; provided, however, that Tenant may in its sole discretion assign any of its rights, duties or obligations under this Lease (i) to a subsidiary or affiliate of Tenant, (ii) to one or more Financing Party(ies) (as defined herein) in connection with a first priority collateral assignment of rights, mortgage or pledge of its interest in this Lease and/or the Facility to any present or future purchaser of the all of the power generated by the Facility, (iii) to any person or entity succeeding to all or substantially all of the assets of Tenant, or (iv) to a successor entity in a merger or acquisition transaction; and provided, further, that, any assignee from Tenant, other than a Financing Party, assumes in writing the obligations of Tenant hereunder. Landlord agrees to execute and deliver to Tenant or any such assignee permitted in this Section 15(a) any and all such documents as reasonably requested to complete such assignment permitted hereunder, provided that Tenant reimburse Landlord for its documented attorney's fees reasonably incurred to review such documents subsequent to any collateral assignment not to exceed Three Thousand Dollars (\$3,000.00).

(b) Tenant, any successor or lawful assignee of Tenant to whom this Lease has been assigned in accordance with Section 15(a) above (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to a Financing Party all or any portion of

the Obligor's rights and interests under this Lease, in each case without the consent of Landlord. Tenant and Landlord expressly agree between themselves and for the benefit of any Financing Party, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in this Section 15(b), then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Financing Party hereunder or impair or reduce the security for any lien held by such Financing Party, without such Financing Party's consent.

(ii) Any Financing Party shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 15(b). Landlord hereby acknowledges and agrees that: (a) The Financing Party shall have the right to (b) assign its security interest; enforce its lien and acquire title to the leasehold estate by any lawful means, and (c) take possession of and operate the Facility and perform all obligations to be performed by Tenant hereunder, subject to the terms and conditions of this Lease. Landlord's consent shall not be required for Financing Party's acquisition of the encumbered leasehold estate created by this Lease, whether by foreclosure or assignment in lieu of foreclosure. Financing Party shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is a party to such Financing Party's mortgage, pledge or encumbrance, and any such action performed by such Financing Party shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Financing Party to receive notices and to cure Obligor's defaults pursuant to the provisions of Section 15 shall be available only to those Financing Parties which shall have notified Landlord in writing of their name and address, or whose lien is recorded in the official records of the Simsbury Clerk's Office, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Financing Parties. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Financing Party and has given each Financing Party at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Financing Party notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Financing Party a sufficient period of time as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Financing Party shall elect to exercise its rights hereunder, such Financing Party shall have no personal liability to Landlord and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease agreement entered into shall be to such Financing Party's interest in this Lease. Upon the sale or other transfer by any Financing Party of its interest in the Lease, such Financing Party shall have no further duties or obligations hereunder.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall

provide prompt notice thereof to the Financing Parties. Upon written request of the Financing Party that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Financing Party of such rejection or termination, Landlord shall enter into a new lease agreement with such Financing Party, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Financing Parties that the provisions of this Subsection 15(b)(iv) shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection 15(b)(iv) were a separate and independent instrument. It is the intent of the Parties hereto that any such new lease shall have the same priority as this Lease.

(v) Landlord shall, at Tenant's or a Financing Party's request, provide to Tenant and such Financing Party (A) confirmation that such Financing Party is a "Financing Party" for purposes of this Lease, (B) a consent and estoppels acknowledging the Financing Party's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Financing Party may reasonable request, and (C) such other consents, certificates or affidavits as Tenant, such Financing Party or any title company selected by either Tenant or such Financing Party may reasonably request. Landlord shall duly execute and return same to Tenant and/or Financing Party within fifteen (15) days of Tenant's or Financing Party's request therefor.

(vi) Upon receipt of written direction by the Financing Party, and notwithstanding any instructions to the contrary from Tenant, Landlord will recognize Financing Party, or any third party to whom Financing Party has reassigned the rights of Tenant under this Lease, as the proper and lawful Tenant of the Lease Area and as the proper and lawful successor to Tenant with respect to access to the Lease Area and fully entitled to receive the rights and benefits of Tenant hereunder so long as Financing Party (or its assignee) performs the obligations of Tenant hereunder. Landlord shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Financing Party which Landlord shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Tenant. Landlord shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(vii) The Financing Party shall have the right, but not the obligation, to perform any act required to be performed by Tenant under this Lease. Landlord agrees that no Financing Party shall be deemed to incur any liability or obligation under this Lease except and to the extent, that Financing Party has acquired the leasehold estate created by the Lease. The Financing Party shall be entitled to receive notice of any default by Tenant, provided that Tenant, or Financing Party shall have first delivered to Landlord a notice of its interest in the Leasehold Mortgage. If any notice shall be given of the default of Tenant and Tenant has failed to cure or commence to cure such default within the cure period provided in this Lease, then any Financing Party, which has given notice as above provided, shall be entitled to receive an additional notice from Landlord that Tenant has failed

to cure such default and such Financing Party shall have thirty (30) days after such additional notice to cure any such default or, if such default cannot be cured within thirty (30) days, to diligently commence curing within such time and diligently pursue such cure to completion within such time Tenant would have been allowed pursuant to Section 18 but as measured from the date of such additional notice.

(viii) Upon the receipt of a written request from Tenant, Landlord shall execute or arrange for the delivery of such documents as may be reasonably requested by Tenant to consummate any financing or refinancing and which may provide that Landlord and Tenant recognize the right of such Financing Party to assume the rights and obligations of Tenant under this Lease upon foreclosure of Financing Party's security interest; provided, however, that this provision shall not require Landlord to execute any documents or instruments which are contrary to applicable law or which may increase Landlord's risk or obligations under the Lease. Tenant shall reimburse Landlord's reasonable out-of-pocket costs and expenses, including without limitation reasonable attorney's fees, incurred by Landlord in connection with Landlord's review of documents presented to Landlord for execution pursuant to the provisions of this Section 15(b)(viii).

(c) Any assignee of Tenant or Landlord, other than a Financing Party, agrees to assume the obligations of the assignor and such assignee shall bound by the terms of this Lease.

(d) Upon assignment pursuant to this Section 15, at the written request of Tenant, Landlord agrees to execute and/or Subordination, Non-Disturbance and Attornment Agreements from necessary parties as provided in the form in **Exhibit D** hereto.

SECTION 16. FINANCING.

(a) Tenant shall have the right to encumber its interest in the Lease Area and in the Facility by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). In the event of a foreclosure or seizure of Tenant's rights of the Lease Area or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit such Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults. Landlord further agrees to give each Financing Party sixty (60) days' notice of and the opportunity to cure any Payment Default by Tenant and ninety (90) days' notice of and the opportunity to cure any Non-payment Default by Tenant hereunder. In the event of a Non-payment Default a reasonable further opportunity to cure such default shall be provided if weather or access to the Lease Area is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 16, subject only to the condition precedent that Tenant is not in Default of its payment obligations hereunder. Landlord shall be timely provided with current addresses for all Financing Parties and their assignees.

(b) At Tenant's request, Landlord shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party, and shall execute such

additional documents as may reasonably be required to evidence such Financing Party's rights hereunder; provided, however, that such amendment shall not impair the rights or increase the burdens or obligations of Landlord under this Lease, or extend the Term. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written notice from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord: (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder.

(c) Landlord shall at any time and from time to time, within ten (10) days after a written request by Tenant, execute and deliver to Tenant (or to such party or parties as Tenant shall designate, including a Financing Party, a written statement certifying whether this Lease is in full force and effect (or modified and stating the modification). Such statement shall also (a) state the dates on which amounts due to Landlord have been paid, (b) state that there are no known defaults existing at the time of execution of the statement, or that defaults exist and the nature of such defaults, (c) state that, as of the date of such estoppel certificate, there are no disputes or proceedings under this Lease between Landlord and Tenant or, if any such dispute exists, describe the nature of such disputes or proceedings.

SECTION 17. **RECORDATION** The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record with the Town of Simsbury Town Clerk's Office a Memorandum of Lease ("Memorandum of Lease") in substantially the form as that attached hereto as **Exhibit E**, to evidence the grant of leasehold under this Lease. Recordation of the Memorandum of Lease shall be at Tenant's expense.

SECTION 18. **DEFAULT AND REMEDIES.**

(a) If Tenant shall fail to perform any of Tenant's material obligations under this Lease and such failure shall remain uncured following the required notice and cure periods as provided below (a "Default"), Landlord shall have the right to terminate this Lease by notice to Tenant and exercise any other remedies provided in this Lease or under Applicable Law, including but not limited to recovering its actual damages as a result of any Default by Tenant under this Lease which is not cured within the applicable cure period as set forth below. In addition, Landlord may pursue any legal remedy available at law including an action to enjoin any prohibited conduct by Tenant under this Lease. A Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" shall mean the failure to make timely payments of a financial nature as provided herein. Landlord agrees to simultaneously notify in writing Tenant and all Financing Parties of Tenant who have given advance notice of their interest in this Lease to Landlord, of any failure by Tenant to perform any of Tenant's obligations under this Lease, which notice shall be sent to the address set forth herein and as might be subsequently provided to Landlord and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure.

(b) Tenant and any Financing Party shall have the opportunity to cure any Payment Default within thirty (30) days of said notice by paying all then overdue payments in full together with interest thereon at the rate of one percent (1 %) per month.

(c) Tenant and any Financing Party shall have the opportunity to cure any Non-

Payment Default within ninety (90) days of said notice or, in the event that a cure might take longer than ninety (90) days because of the nature of the Non-Payment Default or because of climatic conditions of the Lease Area, Tenant or the Financing Party on Tenant's behalf, shall notify Landlord of the anticipated date for curing of the Non-Payment Default, and shall begin to diligently undertake the cure within the initial ninety (90)-day period.

(d) Intentionally deleted.

(e) If Landlord shall fail to perform any of its obligations hereunder, including failure to perform with respect to any obligations secured by encumbrances against the Lease Area, Tenant may offset against any amounts owing to Landlord hereunder any amounts paid by Tenant to cure such non-performance by Landlord together with interest thereon at the rate of one and one-half percent per month and exercise any other remedies available under this Lease or applicable law.

SECTION 19. **DECOMMISSIONING.** No later than ninety (90) days prior to expiration of the Operations Period or any earlier termination of this Lease following a Default hereunder by Tenant, Tenant shall Decommission the Facility within the Decommissioning Period. The provisions of this Section 19 shall survive any termination of this Lease. As part of the Connecticut Siting Council approval, Tenant shall furnish a bond to cover all costs associated with the decommissioning of the solar electric generating facility and the restoration of prime farmland.

SECTION 20. **FORCE MAJEURE.** A Party shall not be held liable for failure of or delay in performing its obligations under this Lease, , if such failure or delay is the result of an act of God, as earthquake, hurricane, or tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, or terrorist activities, or other incident that prevents the usage of the Site for the Permitted , each beyond the control of the non-performing Party ("**Force Majeure**"). The non-performing Party shall give prompt notice (but no later than three (3) business days from the Force Majeure occurrence, together with the full particulars of Force Majeure in writing, to the other Party, and must make every reasonable attempt to minimize delay of performance. In the event Force Majeure continues longer than one hundred twenty (120) days and renders the essential purpose of this Lease impossible to perform, either Party may early terminate this Lease by giving notice to the other Party of such termination with the effective date of termination, to take effect not less than thirty (30) days of the termination notice.

SECTION 21. **NOTICES.**

Notices under this Lease shall be sent to the addresses set forth below:

LANDLORD: Simsbury Real Estate Holdings LLC
 140 Nod Road
 Simsbury, CT 06070
 kc@patusangroup.com

TENANT: LSE Lynx LLC
 c/o Lodestar Energy LLC
 18 North Main Street, 2nd Floor
 West Hartford, CT 06107
 Attn: Jeffrey Macel
 jmacel@lodestarenergy.com

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to last known address of the intended recipient. Notices may also be sent by email for which the sending Party receives a confirmation that the email message has been completely transmitted without error (of which auto-replies are insufficient). Email messages received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section 21. Failure of Tenant to notify Landlord of an address change for it or any Financing Party shall excuse Landlord from complying with any notice obligation herein to such changed addresses, provided however that Landlord will in no event be excused from providing notices required herein to all addresses that Landlord has notice of. Notices will be deemed given upon receipt or upon the failure to accept delivery.

SECTION 22. NO PARTNERSHIP.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 23. INTENTIONALLY DELETED.

SECTION 24. INTENTIONALLY DELETED.

SECTION 25. MISCELLANEOUS PROVISIONS.

(a) Landlord shall have no right or interest in any of the electric energy produced by the Facility or in any Environmental Attributes, Tax Attributes, or other rights or incentives associated with the production of electric energy by the Facility.

(b) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut.

(c) Jurisdiction. Any legal suit, action or proceeding arising out of this Lease shall be instituted in Connecticut Superior Court with the venue in the Hartford Judicial District at Hartford, Connecticut.

(d) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Lease. References to sections are, unless the context otherwise requires, references to sections of this Lease. The words “hereto”, “hereof” and “hereunder” shall refer to this Lease as a whole and not to any particular provision of this Lease. The word “person” shall include individuals; partnerships; corporate bodies (including to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”.

(e) No Personal Liability of Representatives of either Party. No official, member, director, officer, agent, representative, or employee of either Party including anyone on its boards,

commissions, and committees, shall have any personal liability under or relating to this Lease. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of the Party itself. Without limitation, and without implication to the contrary, each party waives and releases any and all claims against each such official, member, director, officer, agent, representative, or employee, personally, under or relating to this Lease, in consideration of the entry into this Lease.

(f) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the Parties obligated under the amendment and notice thereof is registered with the County.

(g) Severability. If any non-material part of this Lease is held to be unenforceable, the rest of the Lease will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Lease to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 23 (regarding dispute resolution) and an arbitrator may reform this Lease as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(h) Waiver. ***NO DELAY OR OMISSION BY LANDLORD OR TENANT IN EXERCISING ANY RIGHT OR REMEDY PROVIDED FOR HEREIN SHALL CONSTITUTE A WAIVER OF SUCH RIGHT OR REMEDY.*** The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(i) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and, as set forth in Section 15, permitted assigns.

(j) No Assurance as to Development. Landlord hereby agrees and acknowledges that Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of Tenant successfully developing, financing and/or constructing a Facility on the Lease Area and Landlord receiving Rent hereunder.

(k) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Lease may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Lease specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party as required, in its reasonable discretion, and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder. From time to time and at any time at and after the execution of this Lease, each Party shall execute, acknowledge and deliver such documents, and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose

of effecting or confirming any of the transactions contemplated by this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 25(k).

(l) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the state where the Facility is located may be performed on or before the next business day following the date provided herein.

(m) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Electronic or DocuSign signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

Signatures appear on next page]

IN WITNESS WHEREOF, this Lease is entered into by the Parties as of the Effective Date.

LANDLORD:

SIMSBURY REAL ESTATE HOLDINGS LLC

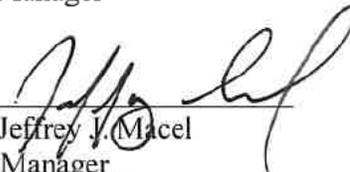


Name: *Kenneth G. Coffey*
Title: *man*
Date: *4/11/25*

TENANT:

LSE LYNX LLC

By: Lodestar Energy LLC
Its Manager

By: 

Name: Jeffrey J. Macel
Its: Manager
Date: *4/11/25*

GLOSSARY OF TERMS

As used herein, the following terms shall have the meanings set forth beside them:

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Lease or the transaction described herein.

“Commercial Operation” shall occur for the Facility when (i) Tenant has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Facility, (ii) the Facility has been connected to the EDC electricity distribution system, (iii) the Facility is ready and able to generate and supply electricity to the EDC electricity distribution system, (iv) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Facility, and (v) if applicable and to the extent required, the EDC has approved interconnection with the electricity distribution system to allow regular operation of the Facility for 8,760 hours per year.

“Commercial Operation Date” means the date, to be designated in accordance with Section 6(b), hereof, that the Facility shall have achieved Commercial Operation.

“Consultant” is defined in Section 8(a).

“Consultant Fee” is defined in Section 8(a).

“Decommission” or “Decommissioning”: means performance of the activities described in Section 5(c).

“Decommissioning Period” is defined in Section 4(c).

“Default” is defined in Section 18(a).

“Development Period” is defined in Section 4(a)(i).

“Development Period Rent” is defined in Section 8(a).

“EDC” means the local electric power distribution company.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement (other than Tax Attributes) pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time.

“Existing Encumbrances” mean those interests in the Property set forth in **Exhibit C** attached hereto.

“Effective Date” means the date first set forth above but this Lease shall not be effective until it has been fully executed and delivered by the Parties.

“Facility” means the solar powered electric generating facility with a generating capacity of approximately [●] and all related equipment and structures, including inverters, transformers and facilities for interconnection with the EDC, to be installed by Tenant on the Lease Area in accordance with this Lease.

“Final Development Period Rent Installment” is defined in Section 8(a)(i).

“Financing Party” is defined in Section 16(a).

“Force Majeure” is defined in Section 20.

“Governmental Authority” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Initial Development Period Rent Installment” is defined in Section 8(a)(i).

“Lease Area” means the portion of the Property needed for Tenant’s use under this Lease as specified in **Exhibit B**.

“Losses” or “Loss” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Memorandum of Lease” is defined in Section 17.

“Non-payment Default” is defined in Section 18(a).

“Obligor” is defined in Section 15(b).

“Operating Year” means a twelve-month period commencing on an anniversary of the Commercial Operation Date (or with respect to the first Operating Year, commencing on the Commercial Operation Date) and ending on the date immediately preceding the next anniversary of the Commercial Operation Date.

“Operations Period” is defined in Section 4(b).

“Parties” means Landlord and Tenant and “Party” means either Landlord or Tenant.

“Payment Default” is defined in Section 18(a).

“Permitted Encumbrances” mean) the Existing Encumbrances; and any additional mortgages granted by Landlord in accordance with Section 10(c) hereof.

“Permitted Use” means the use of the Lease Area for the development, installation, construction, interconnection, maintenance, operation, repair, replacement and decommissioning of the Facility and energy storage device(s), including without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections and related equipment and materials required to produce, transmit and/or distribute electric power, and for the production, storage, delivery and sale of electricity produced by the Facility and associated Environmental Attributes. “Related equipment and materials required to produce, transmit and/or distribute electric power” include, without limitation, overhead and underground electrical collection, transmission and communication lines, transformers, cables, junction boxes, battery(ies), electrical substations, telecommunications equipment, switches and related facilities and other equipment for the collection, storage interconnection and transmission of electrical energy and communications.

“Property” means the real property described in Exhibit A, attached hereto.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy generating facility.

“Rent” means the payments to be made in accordance with Section 8 hereof.

“Second Development Period Rent Installment” is defined in Section 8(a)(i).

“Tax Attributes” means investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and/or operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

“Town” means the Town of Simsbury, CT.

“Term” shall mean all of the Development Period, the Operations Period, and the Decommissioning Period, as such periods are described in Section 4.

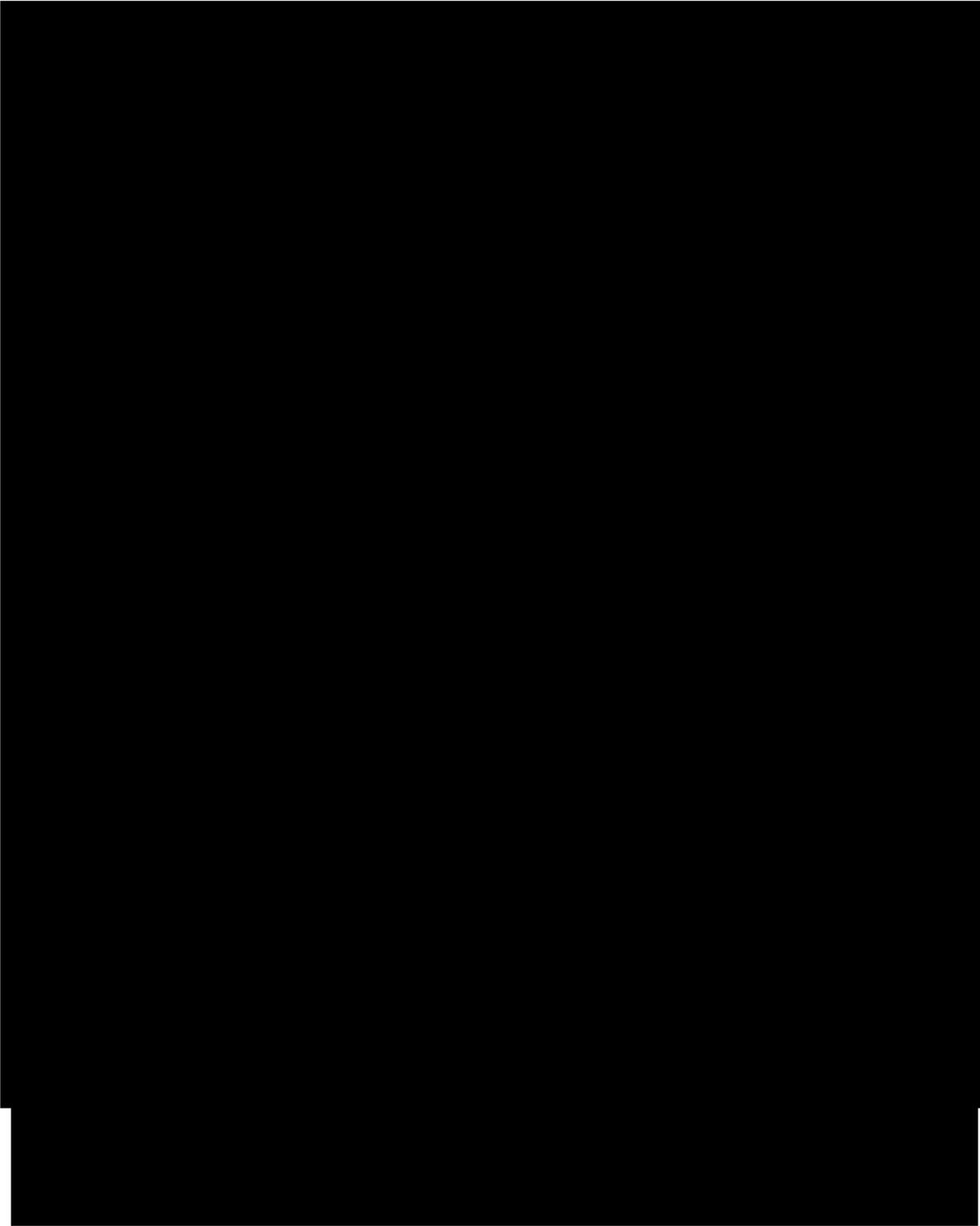


EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the on the easterly side of Nod Road in the Towns of Avon and Simsbury, County of Hartford, and State of Connecticut, and shown and designated as “N/F Tower Ridge Country Club Assessor’s Map G18 Block 110 Lot 3 140 Nod Road” on a certain map or plan entitled, “Perimeter Survey Prepared For Arnold Palmer Golf Management LLC “Tower Ridge Country Club” a/k/a Travelers Ridge Golf Course 112, 140 Nod Road Simsbury/Avon, Connecticut Messier & Associates, Inc. Surveyors-Engineers Scale 1” = 100 ft. Date: 02/98 Rev. 03/12/98 160 Nod Road 03/23/98 Notes 10/02/98 Adjust Property Line 01/29/99 Certification and Adjust Property Line Sheets 1 of 3, 2 of 3 and 3 of 3”, which map is on file in the Town Clerk’s Offices ins aid Towns of Avon and Simsbury, to which reference may be had.

EXHIBIT B

LEASE AREA

(to be updated with survey once completed)

EXHIBIT C

EXISTING ENCUMBRANCES

1. Real Estate Taxes to the Town of Simsbury on the List of October 1, 2022 that are unpaid and delinquent.
2. Mortgage Deed and Security Agreement from Arnold Palmer Golf Management LLC to Imperial Bank in the original principal amount of \$2,553,611.00, dated as of March 30, 1998 and recorded in Volume 485 at Page 661 of the Simsbury Land Records, and in Volume 346 at Page 549 of the Avon Land Records.
3. UCC-1 Financing Statement between Arnold Palmer Golf Management LLC, as debtor, and Imperial Bank, as secured party, recorded April 1, 1998 in Volume 485 at Page 701 of the Simsbury Land Records, and in Volume 346 at Page 589 of the Avon Land Records.
4. Open-End Mortgage Deed from Simsbury Real Estate Holdings, LLC to People's Bank in the original principal amount of \$2,300,000.00, dated as of May 6, 2005 and recorded in Volume 688 at Page 220 of the Simsbury Land Records, and in Volume 520 at Page 654 of the Avon Land Records, as modified by a First Modification of Note, Mortgage and Other Loan Documents dated as of September 9, 2008 and recorded in Volume 764 at Page 150 of the Simsbury Land Records, and in Volume 581 at Page 678 of the Avon Land Records.
5. Collateral Assignment of Leases, Rentals and Property Income from Simsbury Real Estate Holdings, LLC to People's Bank dated as of May 6, 2005 and recorded in Volume 688 at Page 252 of the Simsbury Land Records, and in Volume 520 at Page 686 of the Avon Land Records, as modified by a First Modification of Note, Mortgage and Other Loan Documents dated as of September 9, 2008 and recorded in Volume 764 at Page 150 of the Simsbury Land Records, and in Volume 581 at Page 678 of the Avon Land Records.
6. UCC-1 Financing Statement between Simsbury Real Estate Holdings LLC, as debtor, and State Line Propane, LLC, as secured party, recorded August 30, 2017 in Volume 921 at Page 420 of the Simsbury Land Records.
7. Restrictions set forth in a deed dated March 25, 1998 and recorded in Volume 485 at Page 650 of the Simsbury Land Records, and in Volume 346 at Page 541 of the Avon Land Records.
8. Covenants and restrictions set forth in a deed dated August 10, 1992 and recorded in Volume 396 at Page 604 of the Simsbury Land Records, and in Volume 264 at Page 668 of the Avon Land Records.
9. Easement Agreement dated November 20, 1998 and recorded in Volume 501 at Page 1027 of the Simsbury Land Records.
10. Rights of others in and to any brook, stream, pond or other watercourse situated upon, crossing, and/or adjoining the subject premises.

11. Notes, notations, facts, conditions, easements and encroachments shown on Map Nos. 3431, 3432, 3433, 3487, 3488 and 3489, all on file in the Simsbury Town Clerk's Office.

EXHIBIT D

FORM OF SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “Agreement”) is dated this ____ day of _____, 2025 by and between [●] (“Lender”) and LSE Lynx LLC, a Connecticut limited liability company, having an address of 18 North Main Street, 2nd Floor, West Hartford, CT 06107 (“Tenant”).

WITNESSETH:

WHEREAS, Tenant has entered into a ground lease dated _____, 20__ (hereinafter referred to as the “Lease”) leasing certain premises in the [●] and commonly known as property on [●] (the “Property”) as more particularly described in **Exhibit A** attached hereto, from [●] (“Landlord”), and

WHEREAS, Landlord is leasing the Property to Tenant, and Tenant is leasing the Property from Landlord, for the development, construction, operation and maintenance of a solar-powered electric generation facility and associated uses necessary or ancillary thereto (the “Facility”), and

WHEREAS, Lender is the holder of a certain Note in the sum of \$_____ secured by a mortgage lien recorded in Volume/Book _____ Page _____, of the [●] Clerk’s Office (the “Mortgage”), which lien encumbers the Property, and

WHEREAS, Tenant desires to be assured of the continued use and occupancy of the Property under the terms of the Lease, and

WHEREAS, Lender agrees to such continued use and occupancy by Tenant provided that by these presents Tenant agrees to recognize and attorn to Lender of purchaser in the event of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. In the event it should become necessary to foreclose the Mortgage or Lender should otherwise come into possession of the Property, Lender will not join Tenant under the Lease in summary or foreclosure proceedings and will not disturb the use and occupancy of Tenant under the Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease beyond any applicable cure period; and has not prepaid the rent except monthly in advance as provided by the terms of the Lease(although absent another default, Tenant’s rights hereunder shall not be disturbed due to any such prepayment, but Tenant shall not be entitled to credit therefor).

2. The Lease is and shall be subject and subordinate to the provisions and lien of the

Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon. Notwithstanding the foregoing, the Facility (as defined) shall be considered personal property of Tenant and not a fixture on the Property notwithstanding that the Facility, or any component of the Facility, is or shall become attached to the Property. Tenant's security interest in the Facility shall be and at all times remain a lien or charge on the Property prior and superior to the Mortgage and the Lender, or any person claiming through the Lender, shall not have any interest in, or assert any claim against, the Facility and shall not seize or remove the Facility or any part thereof from the Property. Lender intentionally and unconditionally waives, relinquishes and subordinates the priority and superiority of the Lender's right and interest to the Property thereunder to the lien or charge of Tenant in the Facility, and any and all extensions, renewals, modifications or replacements thereof. Lender shall not have the right to file liens on the Facility or Tenant's interest in the Property, except to the extent that a default under the terms of the Lease exists and remains uncured after any notice and cure period required therein.

3. Tenant agrees that in the event any proceedings are brought for the foreclosure of either or both of the Mortgages it will attorn to the purchaser of such foreclosure sale and recognize such purchaser as Landlord under the Lease accruing from and after the date of such foreclosure. Said purchaser by virtue of such foreclosure to be deemed to have assumed and agreed to be bound, as substitute Landlord, by the terms and conditions of the Lease, except that such assumption shall not be deemed of itself an acknowledgment of such purchaser of the validity of any then-existing claims of Tenant against the prior Landlord. All rights and obligations herein and hereunder shall continue as to such purchaser as though such foreclosure proceedings had not been brought, Tenant and such purchaser agree to execute and deliver to the other such further assurance and other documents, including a new lease upon the same terms and conditions as the Lease, confirming the foregoing as such party may reasonably request. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect the said lease and the obligations of Tenant thereunder by reason of any such foreclosure proceeding.

4. Landlord authorizes and directs Tenant to honor any written demand or notice from Lender instructing Tenant to pay rent or other sums to Lender rather than Landlord (a "Payment Demand"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Lender and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Lender or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

5. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, successors, and assigns of the Parties.

6. This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, with the same effect as if all Parties had executed the same

document and delivery by facsimile or other electronic means shall be deemed an original; such counterparts shall together constitute but one agreement.

[The remainder of this page left intentionally blank; signature page to follow]

IN WITNESS WHEREOF the Parties have executed these presents the day and year first above written.

Lender:

[•]

By: _____

Name:

Its:

Tenant:

LSE LYNX LLC

By: Lodestar Energy LLC

Its Manager

By: _____

Name:

Its: Manager

Date:

STATE OF CONNECTICUT)

COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned notary public, [●], personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, executed the instrument.

_____ (official signature and seal of notary)

My commission expires: _____

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

On this _____ day of _____, 20__, before me the undersigned, personally appeared Jeffrey J. Macel, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity as manager of Lodestar Energy LLC, Manager of LSE Lynx LLC, a Connecticut limited liability company and that by his signature on the instrument, he made such appearance before the undersigned in the municipality of West Hartford, State of Connecticut.

_____ (official signature and seal of notary)

My commission expires: _____

EXHIBIT A

The Property

EXHIBIT E
FORM OF MEMORANDUM OF LEASE

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

LSE Lynx LLC
c/o Lodestar Energy LLC
18 North Main Street, 2nd Floor
West Hartford, CT 06107

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made and entered into as of _____, 20__, by and by and between **Simsbury Real Estate Holdings LLC**, a Connecticut limited liability company , with an address of 140 Nod Road, Weatogue, CT, 06089 (“Landlord” and “Grantor” for indexing purposes), and **LSE Lynx LLC**, a Connecticut limited liability company, with an address of 18 North Main Street, 2nd Floor, West Hartford, CT 06107 (“Tenant” and “Grantee” for indexing purposes).

WITNESSETH

WHEREAS, pursuant to that certain Ground Lease (the “Lease”) of even date herewith by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the “Lease Area”), being a portion of the property owned by Landlord known as [●], assessor’s tax map [●] (the “Property”).

WHEREAS, the Parties desire to enter into this Memorandum of Lease for the purpose of recording a document in the [●] Clerk’s Office that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the Parties do hereby certify and agree as follows:

1. Lease of the Lease Area; Easements. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below) and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Lease Area and Landlord grants to Tenant the following easements necessary for the development, construction, operation and maintenance of the Facility:

(i) a right to receive without interference from natural or man-made obstructions all solar energy received by the Lease Area and the additional space surrounding the Lease Area described in **Exhibit C**; including the right, but not the obligation, at its sole expense, from time to time to trim and cut down and clear down and clear away or otherwise destroy any and all trees, vegetation, brush and improvements now or hereafter on the Property which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Facility, overshadow or

block or interfere with access of sunlight to the Facility and/or interfere with the exercise of Tenant's rights hereunder; (the "Solar Easement"), as more particularly described in **Exhibit B** attached hereto;

(ii) an exclusive right to operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the EDC electrical distribution system, the location of which will be determined by the EDC; and including the right to allow the local electrical utility to enter onto the Property to perform the same (the "Utility Easement"), as more particularly described in **Exhibit C** attached hereto;

(iii) A non-exclusive right of pedestrian, vehicular and equipment access to the Lease Area and Facility across or through the Property at all times, which is necessary or convenient for ingress and egress to the Facility (the "Access Easement") as more particularly described in **Exhibit D** attached hereto;

(iv) an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the EDC electrical distribution system, the location of which will be determined by the EDC; and including the right to allow the local electrical utility to enter onto the Property to perform the same;

(v) an exclusive easement to be located at a mutually acceptable location on the Property for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for Facility construction activities, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility ("Laydown Easement"), as more particularly described in **Exhibit E**. Landlord's grant of the Laydown Easement shall commence on the Effective Date and end upon termination of the Development Period.

2. Term. The term of the Lease (the "Term") commenced on _____, 202_, and shall (subject to the Decommissioning Period) terminate at 11:59 p.m. on the last day of the Month in which the twenty-fifth (25th) anniversary of the Operations Period Commencement Date occurs. The Lease contains Tenant's option to extend the Operations Period by three (3) additional periods of five (5) years each. The Decommissioning Period shall commence on the expiration of the Operations Period (including any extensions thereof), and shall continue for a period of one hundred eighty (180) days, (provided that if such one hundred eighty (180) day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31 of the year following the expiration of the Operations Period) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

3. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

4. No Obstruction. Landlord and its successors and assigns shall not construct buildings or structures, initiate or conduct activities or plant trees or vegetation of any type or allow any trees

or other vegetation on the Property (as defined in the Lease) which now or hereafter in the reasonable opinion of Tenant, overshadows or otherwise blocks or interferes with access of sunlight to the Facility (as defined in the Lease). Landlord and Tenant hereby acknowledge that Tenant shall have the right (but shall not be obligated) to from time to time to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Surrounding Property, and to remove, at Landlord's cost, any such buildings or other structures in violation of the preceding sentence.

5. Title; Property Condition and Liens. All equipment and structures included within the Facility shall, to the maximum extent permitted by law, be personal property and not real property or fixtures to real property, and title to the Facility shall be in Tenant or Tenant's mortgagees and assigns. Neither Landlord nor anyone claiming through Landlord shall have the right to file liens on the Facility or Tenant's interest in the Lease Area and Landlord hereby waives and releases each and every right which Landlord now has, or may have, under the laws of the state where the Facility is located or by virtue of the Lease, to levy or distrain upon for rent, in arrears in advance or both, or to claim or assert title to the Facility or any of Tenant's property located on the Lease Area or Easement Parcel (as defined in the Lease) or installed thereon.

6. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Simsbury Town Clerk's Office, is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions, including easements and restrictions affecting land adjacent to the Lease Area. This Memorandum of Lease does not describe or refer to all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

7. Defined Terms. For purposes of this Memorandum of Lease, capitalized terms shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

[The remainder of this page left intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

WITNESS:

LANDLORD:

Name:

Name:
Title:
Date:

WITNESS:

Name:

WITNESS:

TENANT:

LSE Lynx LLC
By: Lodestar Energy LLC
Its Manager

Name:

BY: _____
Name: Jeffrey J. Macel
Title: Its Manager
Date:

WITNESS:

Name:

STATE OF CONNECTICUT)

COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned notary public, [●], personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, executed the instrument.

_____ (official signature and seal of notary)

My commission expires: _____

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

On this _____ day of _____, 2025, before me the undersigned, personally appeared Jeffrey J. Macel, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity as manager of Lodestar Energy LLC, Manager of LSE Lynx LLC, a Connecticut limited liability company and that by his signature on the instrument, he made such appearance before the undersigned in the municipality of West Hartford, State of Connecticut.

_____ (official signature and seal of notary)

My commission expires: _____

EXHIBIT A

Lease Area

EXHIBIT B

Solar Easement

EXHIBIT C

Utility Easement

EXHIBIT D

Access Easement

EXHIBIT E

Temporary Laydown Easement Area