



This instrument prepared by and  
after recording return to:

Hecate Energy Ward Hill Energy Center LLC  
621 W. Randolph St, Suite 200  
Chicago, IL 60661  
Attn: Manager

### NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, § 4, notice is hereby given of the following described lease:

1. Landlord: Briar Fox Realty, LLC  
Attn: Barbara Rogers-Scharneck  
46 Neck Road  
Ward Hill, MA 01835
2. Tenant: Hecate Energy Ward Hill Energy Center LLC  
Attn: Manager  
621 W. Randolph Street, Suite 200  
Chicago, IL 60661
3. Lease Agreement: Lease Agreement dated January 27, 2022 (the "Lease"). Capitalized terms used but not defined herein shall have their assigned meanings in the Lease.
4. Effective Date of Lease: January 27, 2022
5. Description of Leased Premises: That certain parcel of real property owned by Landlord and located in Essex County, Massachusetts, as legally described and depicted on Exhibit A attached hereto (the "Property").
6. Term of Lease: The term of the Lease commences on the Effective Date and expires one hundred fifty-six (156) full calendar months after the Effective Date (the "Initial Term").

7. Extension Options:

Tenant has four (4) successive options to renew the Lease for all of the Property commencing at the end of the Initial Term, and at the end of the first three (3) option terms, as the case may be, for additional periods of ten (10) years each.

8. License:

Within the Lease, Landlord granted Tenant a continuing license to enter the Property and utilize the Easements (as defined in the Lease) for one hundred eighty (180) days following the expiration or earlier termination of the Lease for the purpose of completing Tenant's removal and restoration obligations, as such obligations are further described in the Lease.

9. Miscellaneous:

This Notice is being recorded for the purpose of giving notice to all interested persons of Tenant's rights under the Lease for the purpose of preserving Tenant's rights under the Lease as against any person who might otherwise acquire an interest in the Property without actual notice of Tenant's rights under the Lease with respect to the Property. This Notice shall not supersede or modify the terms and conditions of the Lease, or be used in any manner to interpret the provisions of the Lease. The parties hereto hereby agree that this Notice shall be deemed to be the Memorandum of Lease as referenced within the Lease.

*{Signature Pages Follow.}*

This Notice of Lease was signed under seal by the undersigned effective as of this 13<sup>th</sup> day of December, 2022.

**TENANT:**

**HECATE ENERGY WARD HILL  
ENERGY CENTER LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Georgia )  
 ) SS.  
COUNTY OF DeKalb )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13<sup>th</sup> day of December, 2022, by Nyeem Tillman, as Andrew Boggs of **Hecate Energy Ward Hill Energy Center LLC**, a Delaware limited liability company, on behalf of the limited liability company. Such person did not take an oath and: (notary must check applicable box)

- ☐ is/are personally known to me.  
☒ produced a current Georgia driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

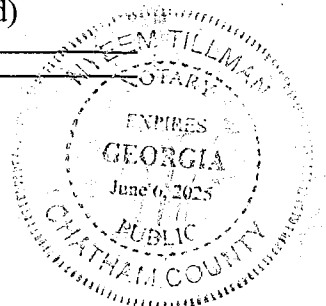
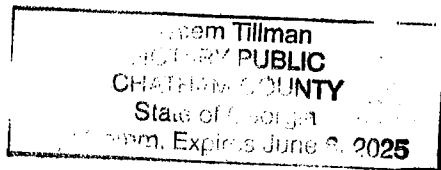
{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary  
Nyeem Tillman

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_

My Commission Expires (if not legible on seal): \_\_\_\_\_



{Signature Pages for Landlord Follows.}

**LANDLORD:**

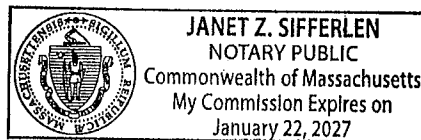
**BRIAR FOX REALTY, LLC**, a  
Massachusetts limited liability company

By: Barbara Rogers-Scharneck  
Name: Barbara Rogers-Scharneck  
Title: Manager *manager*

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF ESSEX )

On this 16th day of December, 2022, before me, the undersigned notary public, Barbara Rogers-Scharneck personally appeared, proved to me through satisfactory evidence of identification, which were my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Manager of **BRIAR FOX REALTY, LLC**, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

{Notary Seal must be affixed}



Janet Z. Sifferlen  
Signature of Notary  
Janet Z. Sifferlen  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal): 1/22/27

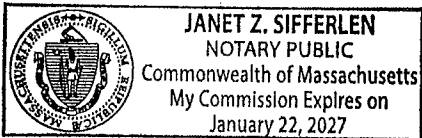
**BRIAR FOX REALTY, LLC**, a  
Massachusetts limited liability company

By: Stephen R. Rogers *Manager*  
Name: Stephen R. Rogers  
Title: Manager

COMMONWEALTH OF MASSACHUSETTS       )  
  ) SS.  
COUNTY OF ESSEX                             )

On this 16th day of December, 2022, before me, the undersigned notary public, Stephen R. Rogers personally appeared, proved to me through satisfactory evidence of identification, which were my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of **BRIAR FOX REALTY, LLC**, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

{Notary Seal must be affixed}



Signature of Notary Janet Z. Sifferlen  
 Janet Z. Sifferlen  
 Name of Notary (Typed, Printed or Stamped)  
 Commission Number (if not legible on seal):  
 My Commission Expires (if not legible on seal): 1/22/27

## **EXHIBIT A**

### **LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY**

#### **(Legal Description)**

That certain real property located in Essex County, Massachusetts, and known by the City of Haverhill Office of the Assessor as Parcel ID 771-779-66 and Parcel ID 770-779-63, and generally known and described as 1160 Boston Rd and Boston Rd, respectively, Haverhill, Massachusetts, 01835, containing 27.542 acres, more or less. Being the same premises conveyed to Landlord by deed recorded with the Essex South District Registry of Deeds in Book 28934, Page 372.

#### **(Depiction)**



This instrument prepared by and  
after recording return to:

Hecate Energy Ward Hill Energy Center LLC  
621 W. Randolph St, Suite 200  
Chicago, IL 60661  
Attn: Manager

### **NOTICE OF LEASE**

In accordance with the provisions of Massachusetts General Laws, Chapter 183, § 4, notice is hereby given of the following described lease:

1. Landlord: Vista Farms, Inc.  
Attn: Betty Rogers  
133 Neck Rd.  
Ward Hill, MA 01835
2. Tenant: Hecate Energy Ward Hill Energy Center LLC  
Attn: Manager  
621 W. Randolph Street, Suite 200  
Chicago, IL 60661
3. Lease Agreement: Lease Agreement dated January 30, 2024 (the “**Lease**”). Capitalized terms used but not defined herein shall have their assigned meanings in the Lease.
4. Effective Date of Lease: January 30, 2024
5. Description of Leased Premises: That certain parcel of real property owned by Landlord and located in Essex County, Massachusetts, as legally described and depicted on Exhibit A attached hereto (the “**Property**”).
6. Term of Lease: The term of the Lease commences on the Effective Date and expires one hundred fifty-six (156) full calendar months after the Effective Date (the “**Initial Term**”).

7. Extension Options:

Tenant has four (4) successive options to renew the Lease for all of the Property commencing at the end of the Initial Term, and at the end of the first three (3) option terms, as the case may be, for additional periods of ten (10) years each.

8. License:

Within the Lease, Landlord granted Tenant a continuing license to enter the Property and utilize the Easements (as defined in the Lease) for one hundred eighty (180) days following the expiration or earlier termination of the Lease for the purpose of completing Tenant's removal and restoration obligations, as such obligations are further described in the Lease.

9. Miscellaneous:

This Notice is being recorded for the purpose of giving notice to all interested persons of Tenant's rights under the Lease for the purpose of preserving Tenant's rights under the Lease as against any person who might otherwise acquire an interest in the Property without actual notice of Tenant's rights under the Lease with respect to the Property. This Notice shall not supersede or modify the terms and conditions of the Lease, or be used in any manner to interpret the provisions of the Lease.

*{Signature Pages Follow.}*



This Notice of Lease was signed under seal by the undersigned effective as of this 30th day of January, 2024.

**TENANT:**

**HECATE ENERGY WARD HILL  
ENERGY CENTER LLC**, a Delaware  
limited liability company

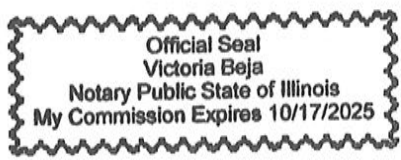
By: [Signature]  
Name: Chris Bullinger  
Title: Authorized Signatory

STATE OF Illinois )  
COUNTY OF Cook ) SS.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of January, 2024, by Chris Bullinger, as Authorized Signatory of **Hecate Energy Ward Hill Energy Center LLC**, a Delaware limited liability company, on behalf of the limited liability company. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
- ☐ produced a current \_\_\_\_\_ driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



[Signature]  
Signature of Notary  
Victoria Beja  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): \_\_\_\_\_  
My Commission Expires (if not legible on seal): 10/17/2025

{Signature Page for Landlord Follows.}

**LANDLORD:**

**VISTA FARMS, INC.,** a Massachusetts  
corporation

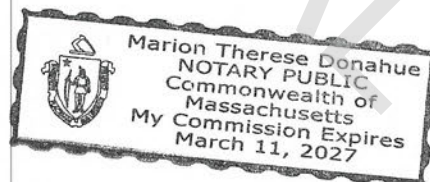
By: Barbara J. Rogers-Scharneck  
Name: Barbara Rogers-Scharneck  
Title: President & Treasurer

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Essex ) SS.  
)

On this 22<sup>nd</sup> day of December, 2023 before me, the undersigned notary public,  
personally appeared Barbara Rogers-Scharneck in the capacity hereinabove stated, proved  
to me through satisfactory evidence of identification, which was ☐ photographic identification  
with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible  
witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the  
preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its  
stated purpose.

{Notary Seal must be affixed}

Marion Therese Donahue  
Signature of Notary  
Marion Therese Donahue  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal): March 11, 2027



## **EXHIBIT A**

### **LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY**

#### **Legal Description**

That certain real property identified in the Depiction of Property below and located in Essex County, Massachusetts, partly in the City of Haverhill and partly in the Town of North Andover.

Including (a) land identified by the City of Haverhill Office of the Assessor as Parcel ID 732-777-13, Parcel ID 732-777-30, and Parcel ID 732-775-16 and generally known and described as 0 Bradstreet Avenue and 1251 and 1261 Boston Road, Haverhill, Massachusetts 01835; and (b) land identified by the Town of North Andover Assessing Department as Parcel ID 061.0-0012-0000.0 and generally known and described as 0 Osgood Street, North Andover, Massachusetts 01845.

Being the same premises conveyed to Landlord by deed recorded with the Essex South District Registry of Deeds in Book 10613, Page 376, filed with the Essex South Registry District of the Land Court as Document No. 257992 and shown on Certificate No. 60548, and filed with the Essex North Registry District of the Land Court as Document No. 49668-1 and shown on Certificate No. 11031.

INITIAL

Depiction of Property



**OPTION TO PURCHASE**

WHEREAS, **Hardal, LLC**, prospective Seller ("SELLER") and **LLC**, prospective Buyer (the "BUYER") desire to enter into an Agreement providing the BUYER an option ("AGREEMENT") to purchase a portion of the property located at 130 Neck Road, Haverhill, MA on the terms and conditions set forth below:

1. **PROPERTY**: The property subject hereto is a portion of the property known as 130 Neck Road, Haverhill, MA. The property will include approximately 19-20 acres of the current 40+ acre parcel to be divided by agreement of the parties as shown in Exhibit A, which is attached hereto and made a part hereof.
2. **PURCHASE PRICE**: Upon exercise of the Option set forth in this AGREEMENT the BUYER shall pay to the SELLER [REDACTED] without any contingencies.
3. **OPTION PAYMENTS**: In consideration of this AGREEMENT, the BUYER shall pay to SELLER monthly payments in the amounts set forth below:

[REDACTED]

Additionally, if the BUYER further extends this AGREEMENT into a 3<sup>rd</sup> year, it shall pay to the SELLER [REDACTED] in the event the BUYER does not exercise its Option for any reason. The option to purchase under this AGREEMENT shall not extend beyond 36 months.

All monthly payments made pursuant to this AGREEMENT shall be non-refundable for any reason. Notwithstanding same, if the BUYER exercises its option to purchase set forth herein within the term of the AGREEMENT, all monthly payments made pursuant to the AGREEMENT shall be credited towards the purchase price if and when the title passes, minus any costs incurred by the SELLER during said term.

4. **COMMENCEMENT AND TERMINATION**: This AGREEMENT shall commence upon execution hereof. The AGREEMENT shall terminate, if not exercised on the last day of the 36<sup>th</sup> month from commencement. However, the BUYER may terminate this AGREEMENT at any time after the first 6 months, with 30 days written notice to the SELLER. If the BUYER terminates this AGREEMENT for any reason, all monthly payments made through the termination date, shall be non-refundable.
5. **USE OF PROPERTY**: During the term of the AGREEMENT, the BUYER may have access to the property to perform its due diligence and perform any and all tests it deems necessary. After performing any physical tests on the property the BUYER shall immediately restore the property to its prior condition. The parties agree the SELLER shall continue to maintain and access the property for its current uses, including the farming operation and any testing performed by the BUYER shall not adversely affect said uses.

6. **SUBDIVISION**: The SELLER does not intend to subdivide the entire parcel, until such time as the BUYER gives notice of its intent to exercise its option to purchase. However, the SELLER reserves the right to subdivide the entire property in as many lots as it deems necessary to develop other portions of the property not included in this AGREEMENT.

The SELLER and BUYER acknowledge that there will be easements set forth by deed providing access by the SELLER, and its successors, through the property to be conveyed to the BUYER, for utilities, including but not limited to gas, electricity, sewer, water and fiber optics. Said potential easements shall be set forth by the SELLER, in the near future, on the draft subdivision plan shown on Exhibit A. Once established by the SELLER, the location of said easements may be relocated with the approval of both parties.

7. **EXERCISE OF OPTION**: If the BUYER elects to exercise its option to purchase the subject property, it shall provide the SELLER with 180 days written notice of its intent to do so designating a date to close at 11:00 am at the Essex South District Registry of Deeds, or such other place agreed to by the parties. If the property has been previously subdivided, then the notice period shall be reduced to 60 days.

Upon giving said notice to exercise, the SELLER shall use all due diligence to complete the subdivision within the 180 day notice period, but said closing date may be extended up to an additional 180 days in the event the SELLER is unable to complete the subdivision, through no fault of its own for reasons such as, but not limited to, obtaining the necessary municipal or court approvals.

The title to be conveyed by SELLER at the Closing shall be by a good and sufficient deed free of liens and encumbrances and subject to the ability of Buyer to obtain a title insurance policy without Schedule B exceptions other than those exceptions, which do not interfere with BUYER'S intended use of the Premises.

8. **REPORTS AND TESTING**: Upon execution hereof, the SELLER shall make available to the BUYER any and all reports, plans, surveys, in its possession. Likewise, the BUYER shall provide copies of any and all reports, plans, surveys and tests performed on the subject property during its due diligence on an ongoing basis.
9. **BROKERS AND REPRESENTATIVES**: The SELLER is represented by Donald Sheldon, Esq. The BUYER is represented by \_\_\_\_\_ to assist in these negotiations. The parties acknowledge there are no other parties, agents or brokers involved in the execution of this AGREEMENT. The parties further acknowledge that the parties are each responsible for compensating their respective agents and representatives.
10. **TRANSFER AND ASSIGNMENT**: The BUYER shall not assign or transfer its rights under this AGREEMENT without the express written permission of the SELLER, which permission may be withheld in the SELLER'S sole discretion without reason. Notwithstanding same, the BUYER may transfer its rights and obligations under this AGREEMENT to a wholly owned subsidiary or related entity to the BUYER upon notice to the SELLER of same.

11. **BUYER'S OBLIGATION TO CLOSE:** Notwithstanding any of the terms set forth herein, the BUYER shall have the affirmative obligation to exercise its option if and when any of the following events occur:

- i. The Project receives full approval (including land use, environmental, and fire department approvals) from the City of Haverhill and the Massachusetts Energy Facilities Siting Board.
- ii. Buyer has closed on the purchase of major equipment for the Project.
- iii. Buyer delivered a written notice of intent to proceed with the purchase to seller

12. **WATER:** The BUYER acknowledges that the SELLER and its associated entities engage in the sale of spring water and drinking water. Further, that the SELLER has multiple well-heads located within the entirety of the property. The BUYER agrees that it, or its successors in title, shall not access the local aquifer for any reason and that if any well-heads are contained within the final subdivision of the BUYER'S portion of land, it shall be capped. The BUYER agrees to a deed restriction that shall include said restrictions.

13. **OTHER PROVISIONS:**

- a) **No Offer.** The submission of this AGREEMENT for examination does not constitute an offer to enter into an agreement, and this AGREEMENT shall become effective only upon execution and delivery hereof by SELLER and the BUYER.
- b) **Exhibits.** All exhibits referred to herein are hereby made a part of this AGREEMENT.
- c) **Successors.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this AGREEMENT or shall have any rights hereunder whatsoever.
- d) **Waiver.** The failure of the SELLER or BUYER to insist upon strict performance by the other of any of the provisions or covenants of this AGREEMENT shall not be deemed as a waiver or relinquishment for the future right to enforce of any said provision or option.
- e) **Entire Agreement.** This AGREEMENT contains the entire agreement and understanding of the parties and shall not be modified in any manner except by an instrument, in writing, executed by the parties or their respective heirs or successors in interest.
- f) **Massachusetts Contract.** This AGREEMENT shall be deemed a Massachusetts contract and governed by the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the parties hereto have executed and affixed their respective seals to this AGREEMENT as of the day and year first above written.

SELLER

BUYER

---

---

INITIAL