

Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

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Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
90 Front St
Worcester, MA 01608
(508) 368-7000

Record and return to:
Nexamp Solar, LLC
c/o Nexamp, Inc.
101 Summer Street, 3rd Floor
Boston, MA 02110

**AMENDED AND RESTATED
NOTICE OF OPTION TO LEASE; LEASE; AND EASEMENTS**

This Amended & Restated Notice of Option to Lease; Lease; and Easements amends and restates that certain Notice of Option to Lease; Lease; and Easements recorded with the Worcester County Registry of Deeds in Book 71840, Page 361.

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described Option, Lease and Easements:

Parties to the Option, Lease and Easements:

Lessor/Landlord: **Reid Smith Realty, LLC**
c/o Mark Dowgiewicz
16 Reid Smith Cove Road
Webster, MA 01570

Lessee/Tenant: **Nexamp Solar, LLC**
c/o Nexamp, Inc.
101 Summer Street, 3rd Floor
Boston, MA02110

Property Description: The real property located at 13 and 15 Old Worcester Road, Webster, MA 01570, as described on the attached Exhibit A.

Lease Area Description: All or a portion of the Property, as described on the attached Exhibit B.

Date of Option: March 3, 2025 (the "Option Effective Date").

Term of Option: The Option to Lease commenced on the Option Effective Date and shall terminate at 11:59 p.m. on March 3, 2027 (the "Option Period"). The Parties shall, at Lessee's expense, execute and record with the Worcester District Registry of Deeds either (a) a Notice of Termination, should Lessee desire to terminate the Lease during the Option Period or Development and Construction Period, or (b) a Notice of Exercising of Option to Lease prior to the termination

of the Option Period, should Lessee desire to have the Lease Effective Date commence during the Option Period.

Term of Lease: The day after the first to occur of (a) the execution by Lessee of the Notice of Exercising of Option to Lease or (b) the day after the last day of the Option Period, provided that no Notice of Termination was executed by Lessee, will be the first day of the Lease Term (the "Lease Effective Date"), which term shall continue for the periods set forth below:

- i. Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest of:

- (A) Delivery by Tenant of notice of termination in accordance with Lease Section 5(b);

- (B) one thousand ninety-five (1,095) days after the commencement of the Development and Construction Period, except that such Period shall automatically extend for (1) up to two (2) additional periods of six (6) months each for permitting and interconnection delays, or for changes in solar programs promulgated by a government authority, and (2) a monthly basis for delays caused by the Utility; and

- (C) the day after the Commercial Operation Date.

- ii. Operations Period. The Operations Period will commence at 12:01 a.m. on the day after the Development and Construction Period ends and will end at 11:59 p.m. on the twenty-fifth (25th) anniversary of the Commercial Operation Date. Tenant may extend the Operations Period for one (1) additional five (5) year term.

- iii. Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of one hundred eighty (180) days, (provided that if such 180-day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon the 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.

Easements Descriptions: Under the Lease, Landlord granted the following easements on the Property (the "Easements") to Tenant for the following purposes and terms:

- i. Access: A non-exclusive right of pedestrian, vehicular and equipment access to the Facility across or through approximately those portions of the Property shown as Lot 2 and identified as "Access Easement" on Exhibit B attached hereto and incorporated herein by reference, which is necessary or convenient for ingress and egress to the Facility;

- ii. Utility: 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 Utility electrical distribution or transmission system across or through approximately that portion of the Property shown as "Above and Below Ground Utility Easement" on Exhibit B attached hereto and incorporated herein by reference, the final location of which the Utility will determine before the Commercial Operations Date;
 - iii. Solar: A negative solar easement, upon which Landlord shall not construct buildings or structures, or plant new trees or vegetation of any type, or allow any trees or other vegetation on the Property which now or hereafter, in Tenant's reasonable opinion, may be a hazard to the Facility, overshadow or otherwise block or interfere with sunlight access to the Facility and/or interfere with Tenant's exercise of its rights hereunder; and
 - iv. Temporary Construction Easement: A non-exclusive easement of approximately 65,000 square feet to be located at a mutually acceptable location on the portion of the Property shown as Lot 2 on Exhibit B for temporary (A) storage and staging of tools, materials and equipment, (B) construction laydown, (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for Facility construction activities, and (E) placement and use of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility.
- a. Landlord's grant of Easements in Sections (i) through (iii), above, commenced on the Lease Effective Date and continue throughout the Lease Term and any extensions of the Term. Landlord's grant of Easement in Sections (iv) commenced on the Lease Effective Date and shall continue through the Development and Construction Period, during the Operations Period if Tenant is performing activities associated with expanding, modifying or repairing the Facility, and during the Decommissioning Period, but only for the time associated with such activity
 - b. The Easements granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns, forever.

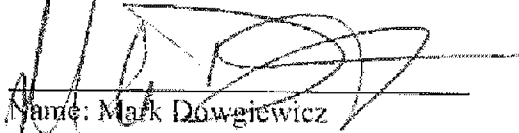
SNDA: Landlord and Tenant acknowledge that this Amended & Restated Notice of Option to Lease; Lease; and Easements is subject to the terms of that certain Consent & Subordination, Nondisturbance and Attornment Agreement between Landlord, Tenant, and Bay State Savings Bank recorded with the Worcester County Registry of Deeds in Book 71889, Page 129.

(Signature page to follow)

Witness the execution of this Amended and Restated Notice of Option, Lease, and Easements under seal by the parties to the lease as of March 2, 2026.

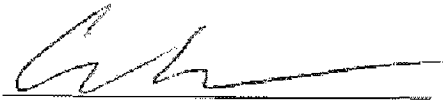
LANDLORD

Reid Smith Realty, LLC


Name: Mark Dowgiewicz
Title: Manager

TENANT

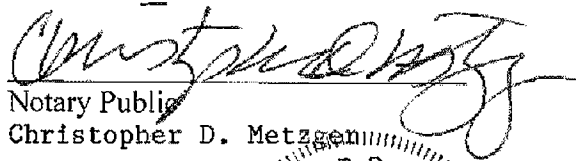
Nexamp Solar, LLC

By: 
Name: Chris Clark
Title: Authorized Representative

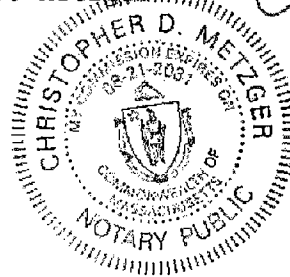
Acknowledgements to Notice of Option, Lease and Easements to Lease

COMMONWEALTH OF MASSACHUSETTS)
 COUNTY OF Worcester)

On this 1st day of May, 2026, before me, the undersigned notary public, personally appeared **Mark Dowgiewicz**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and as the free act and deed of **Reid Smith Realty, LLC**, a Massachusetts limited liability company, and for its stated purpose as authorized agent of **Reid Smith Realty, LLC**.

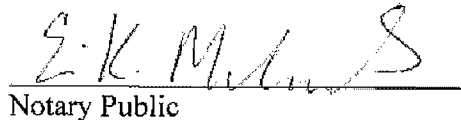

 Notary Public
 Christopher D. Metzger

My commission expires:



COMMONWEALTH OF MASSACHUSETTS)
 COUNTY OF Suffolk)

On this 5th day of May, 2026, before me, the undersigned notary public, personally appeared Chris Clark, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and as the free act and deed of **Nexamp Solar, LLC**, a Delaware limited liability company, and for its stated purpose as authorized agent of **Nexamp Solar, LLC**.


 Notary Public

My commission expires: Nov 01, 2030

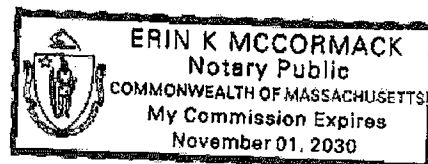


EXHIBIT A**Property Description**

The Property means the real property located at 13 and 15 Old Worcester Road, Webster, Worcester County, Massachusetts 01570, containing approximately 2.054 acres (Parcel ID: 22-A-7-0 (Lot 1)) and 5.513 acres (Parcel ID: 22-A-8-0 (Lot 2)), respectively, and shown as Lot 1 and Lot 2 on a plan entitled "Plan of Property Surveyed for The Roman Catholic Bishop of Springfield, Old Worcester Road, Webster, Massachusetts" dated June 14, 2017 by Jarvis Land Survey, Inc., of Shrewsbury, Massachusetts, recorded with the Worcester District Registry of Deeds in Plan Book 941, Page 124, to which plan reference is hereby made for a further description of locus.

BEING the same premises conveyed to Reid Smith Realty, LLC by deed of The Roman Catholic Bishop of Worcester, a corporation sole, dated May 13, 2019 and recorded in the Worcester District Registry of Deeds in Book 60442 Page 277.

EXHIBIT B

LEASE AREA AND EASEMENTS DESCRIPTION

Lease Area:

The Lease Area shall mean the Property unless during the Development and Construction Period Tenant determines the boundaries of a portion or portions of the Property to be the final Lease Area by means of a survey, which survey shall then define the Lease Area and shall be an amendment to this Lease as a revised Exhibit B.

Easements:

The Easements shall mean those areas of land and rights thereon described under Easements clause (i) (regarding access), clause (ii) (regarding interconnection), clause (iii) (regarding solar access) and clause (iv) (regarding construction laydown), unless during the Development and Construction Period the Tenant shall determine the boundaries of the easements by means of a survey, and such survey shall then define those easements' locations as an amendment to this Notice of Option to Lease; Lease; and Easements as a revised Exhibit B.

The clause (i), (ii) and (iv) Easement locations (regarding access, interconnection and construction laydown) are located on the portion of the Property identified as "Access Easement", "Above or Below Ground Utility Easement" and "Construction Laydown Easement" on the "Plan of Land Showing Lease Area and Easement" attached as Exhibit B-1 hereto.

EXHIBIT B-1

Plan of Land Showing Lease Area and Easement

