

OPTION TO PURCHASE EASEMENT AGREEMENT

THIS OPTION TO PURCHASE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of MARCH 11, 2022 (the "**Effective Date**"), by and between **KIEFER PARK ASSOCIATES, LLC**, a Rhode Island limited liability company with a mailing address at 50 Whitecap Drive, Suite 102, North Kingstown, Rhode Island 02852 ("**Seller**"), and **REVOLUTION WIND, LLC**, a Delaware limited liability company, with a mailing address at c/o Eversource Energy, 47 Station Drive, SE-250, Westwood, Massachusetts 02090 ("**Buyer**"). Buyer and Seller are also each referred to as a "**Party**", and collectively as "**Parties**" herein.

RECITALS:

WHEREAS, Seller is the fee owner of that certain real property, together with improvements thereon, located at 75 Circuit Drive, North Kingstown, Rhode Island and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Seller desires to grant Buyer an option to purchase a perpetual non – exclusive easement for construction and operation of an underground high-voltage electric transmission line, underground cables/ circuits, and related appurtenances, together with access thereto ("**Easement**") and Buyer desires to acquire from Seller an option to purchase the Easement, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. **Option to Purchase**. Seller, having full legal power and authority to do so, hereby grants to Buyer an option to purchase the Easement (the "**Option**") for the Purchase Price (as defined in Section 2 below). The Option shall run with the land and shall bind Seller, its successors, assigns and successors in title for the duration of the Option Period (defined below). There are two different alternative Easements, Alternative 1 and Alternative 2, which are more fully described in the plans set forth as **Exhibit B-1** and **Exhibit B-2** attached hereto and incorporated herein.

1.1 **Term of Option; Extension**. The term of the Option shall commence on the Effective Date and shall expire at 5:00 P.M. Eastern Time on March 1, 2024 (the "**Option Period**"). Buyer may exercise the Option at any time during the Option Period, by written notice to Seller, as provided in Section 1.4. Buyer may terminate the Option at any time by giving a written notice to Seller, and such termination shall be effective on the date of receipt by Seller of the Buyer's termination notice (the "**Termination Date**"). Upon termination of the Option by Buyer, Buyer shall execute and deliver to Seller the original of the Option Termination Agreement in the form attached hereto as **Exhibit C**.

1.2 Buyer shall have the right to extend the Option Period by notice given to Seller not less than thirty (30) days prior to the expiration of the Option Period, for an additional period of up to twenty-four (24) months, such additional period to be specified in the extension notice.

1.3 Consideration for Option. Buyer shall as consideration for the Option pay to Seller a fee of [REDACTED] (“**Option Fee**”) within fifteen (15) days of the Effective Date. If Buyer elects to extend the Option Period pursuant to Section 1.2 hereof, Buyer shall pay to Seller [REDACTED] of such extension, payment of which shall be made to Seller on or before the first of each month following March 1, 2024.

1.4 Exercise of Option. To exercise the Option, Buyer shall provide a written notice of such exercise to Seller at any time during the Option Period, as may be extended pursuant to Section 1.2 hereof, (the “**Exercise Notice**”). The date such notice is deemed effective in accordance with Section 10.6 shall be deemed the date of exercise of the Option (the “**Exercise Date**”). Should Buyer exercise the Option, this Agreement shall be automatically converted into the purchase and sale agreement between Seller and Buyer for the Easement on the terms and conditions set forth herein, and thereafter Seller and Buyer shall consummate the sale on the terms set forth herein.

2. Purchase Price. If Buyer exercises the Option during the Option Period, Buyer shall select, at Buyer’s sole and absolute discretion, either Alternative 1 or Alternative 2, and the purchase price (the “**Purchase Price**”) for either alternative Easement shall be [REDACTED]. Following Buyer’s exercise of the Option, Buyer shall, pursuant to the requirements of Section 4 hereof, pay the Purchase Price, such payment to be made by wire transfer of immediately available federal funds through the Escrow Agent (as defined in Section 11 below) (the amount to be paid under this Section 2 is hereinafter called the “**Closing Payment**”). The Option Fees shall not be credited against the Purchase Price.

3. Title Matters.

3.1 Title Report. At Closing, Seller shall convey and transfer to Buyer such good and clear record and marketable title to the Easement as will enable the Title Company (defined in Section 11 below) to issue to Buyer, at Buyer's expense, an ALTA Owner's Policy of Title Insurance covering the Easement, in the full amount of the Purchase Price, subject only to Permitted Encumbrances (defined below).

3.2 Additional Title Matters. Between the Effective Date and the Closing Date (as defined below) no new title matter not existing and shown on the Updated Title Documents, shall have arisen, unless the same is a Permitted Encumbrance (defined below) or is, to Buyer’s sole satisfaction, discharged or insured over in Buyer’s title policy at Closing or is otherwise acceptable to Buyer (“**Additional Title Matter**”). Any violation of this Section by Seller shall be considered as a breach by Seller, and Buyer’s remedies shall be governed by Section 7.2.

3.3 Permitted Encumbrances. Any title matters accepted by Buyer following receipt and review of the title commitment shall constitute “**Permitted Encumbrances.**” In addition, the following title matters shall also constitute “**Permitted Encumbrances**”: (i) all non-delinquent property taxes and assessments, and (ii) all matters created by or on behalf of Buyer.

4. Closing Procedure. The closing (the “**Closing**”) of the sale and purchase herein provided shall occur on a date mutually agreed to by the Parties, but in no event later than thirty (30) days following the date on which Buyer, pursuant to Section 1.4 hereof, provides notice to Seller of Buyer’s exercise of the Option (the “**Closing Date**”). The Closing shall take place at the offices of

the Title Company in Providence, Rhode Island, or as otherwise agreed to in writing by both Seller and Buyer and may be conducted by electronic exchange of signed documents and funds, with the original executed documents delivered to the Escrow Agent for recording with the relevant real estate registry. If any date on which the Closing would occur by operation of this Agreement is not a business day in Providence, Rhode Island then the Closing shall occur at the location agreed upon on the next business day in Providence, Rhode Island.

4.1 Closing Deliveries. The Parties shall deliver to the Escrow Agent the following:

4.1.1 Seller Deliveries. At least one (1) business day prior to the Closing Date, Seller shall deliver (or cause to be delivered) to the Escrow Agent the following:

- (a) An Easement Agreement, duly executed and acknowledged by Seller and substantially in the form of Exhibit D attached hereto (the "Easement Agreement");
- (b) Any corporate or other authorization documents necessary to record the Easement Agreement;
- (c) A certification by Seller that all representations and warranties made by Seller in Section 6.1 of this Agreement are true and correct on the Closing Date;
- (d) A Certificate of Good Standing for the Seller from the Rhode Island Secretary of State;
- (e) A non-disturbance agreement in recordable form from Seller's mortgage lender as of the Closing Date on such mortgage lender's form reasonably satisfactory to Buyer; and
- (f) All other instruments and documents reasonably required by Buyer and/or the Title Company to effectuate this Agreement and the transactions contemplated hereby, including, without limitation, a closing statement describing the sources and uses of funds in connection with the Closing.

4.1.2 Buyer Deliveries. At least one (1) business day prior to the Closing Date (except as to the Closing Payment, which shall be delivered no later than 12 noon Eastern Time on the Closing Date), Buyer shall deliver to the Escrow Agent the following:

- (a) The Easement Agreement, duly executed and acknowledged by Buyer;
- (b) The Closing Payment by wire transfer of immediately available federal funds;
- (c) Evidence reasonably satisfactory to Seller and the Escrow Agent respecting the due organization of Buyer and the due authorization and execution by Buyer of the documents required to be delivered hereunder; and
- (d) Such additional and customary documents as may be reasonably required by the Title Company in order to consummate the transaction hereunder.

4.1.3 Mutual Deliveries. At least one (1) business day prior to the Closing Date, Buyer and Seller shall mutually execute and deliver (or cause to be executed and delivered, in counterparts) to the Escrow Agent a closing statement reflecting the Purchase Price and any costs.

4.1.4 Real Estate Bar Association Clause. Any matter which is the subject of a title or practice standard of the Real Estate Bar Association for Rhode Island at the Closing shall be governed by said title or practice standard to the extent applicable.

4.1.5 Expenses. Regardless of whether the transactions contemplated hereby are consummated, each Party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a Party, and (2) all of their respective accounting, consulting, legal and appraisal fees and expenses. Buyer, in addition to its other expenses, shall pay at Closing (i) all recording charges incident to the recording of the Easement Agreement, (ii) premiums for any coverage under Buyer's title insurance policy for the Easement, and (iii) survey costs. Seller, in addition to its other expenses, shall pay at Closing any applicable deed excise taxes and realty transfer taxes. The provisions of this Section shall survive the Closing and shall otherwise not merge into any instrument or conveyance delivered at the Closing.

5. Condemnation or Taking. In the event of the commencement of a proceeding for the condemnation or taking by eminent domain by any government entity (collectively, a "Taking") of any portion of the Easement prior to the Closing, Seller shall promptly give Buyer written notice thereof. Buyer shall have the election, in its sole discretion, exercisable within thirty (30) days after delivery of the Seller's notice, to terminate this Agreement by written notice to Seller. If Buyer so elects, then this Agreement shall terminate and be of no further force and effect, and the parties shall have no further rights, obligations, or liabilities hereunder. If Buyer does not elect to terminate this Agreement pursuant to this provision, then the sale of the Easement shall be consummated at the Purchase Price without reduction, and Seller shall pay over or assign to Buyer all of Seller's right, title, and interest in and to all awards recovered or recoverable on account of the Taking attributable to the easement area only.

6. Representations, Warranties and Covenants.

6.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

(a) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon Seller. Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Rhode Island and is duly authorized and qualified to do all things required of it under this Agreement. Seller has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

(b) No Conflict. The property that will be subject to the Easement is also subject to an Easement Agreement between Seller (as successor to The Rhode Island Economic Development Corporation) and the Narragansett Electric Company d/b/a National Grid dated April 29, 1996 and

recorded in the Land Evidence Records of the Town of North Kingstown, Rhode Island in Book 981, Page 142, a copy of which is attached as Exhibit E, pursuant to which Narragansett Electric Company has been granted a non-exclusive access and egress easement, among other things, to install, construct, maintain, reconstruct, maintain, operate, patrol and otherwise change overhead and underground systems for the distribution of electric current. Subject to this easement, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller does not and will not conflict with, or result in the breach of, any terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien, charge, or encumbrance upon any of the property or assets of the Seller by reason of the terms of any contract, mortgage, Lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon the Seller or which otherwise affects Seller or any of the Property.

(c) Foreign Person. Seller is not a “foreign person” as defined in Section 1445(f)(3) of the Internal Revenue Code.

6.2 Cooperation by Seller. Seller understands that Buyer is acquiring the Easement for the purposes of constructing and operating thereon an electrical transmission line and related facilities. Seller agrees to reasonably cooperate with Buyer, at Buyer’s request, and at no out of pocket cost to Seller, with Buyer’s development of the Easement for its intended uses. Furthermore, Seller agrees that neither Seller nor any affiliate of Seller will, directly or indirectly, oppose or support those opposing the proposed development of the Easement for Buyer’s uses in any forum or in media. This provision shall survive the Closing.

6.3 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

(a) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon Buyer. Buyer is a Delaware limited liability company, duly organized and validly existing and in good standing under the laws of such state and is duly authorized and qualified to do all things required of it under this Agreement. Buyer has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party.

(b) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not conflict with, or result in the breach of, any terms or provisions of, or constitute a default under any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party. The execution and delivery of this Agreement and the documents contemplated herein, and the performance of the transactions contemplated hereby and thereby do not and will not contravene any provision of the operating agreements of the Buyer, any judgment, order, decree, writ or injunction issued against or binding upon Buyer, or any provision of any Laws applicable to Buyer.

6.4 Covenant of Buyer. Buyer agrees to restore and repave as appropriate any areas of the Property disturbed or impacted by Buyer’s construction. This obligation shall survive the Closing.

7. Remedies.

7.1 Buyer Default. If, after the Exercise Date, Buyer breaches or fails to complete the purchase of the Easement or to perform any obligations and covenants under this Agreement (“**Buyer Default**”), then Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Option Fees as full liquidated damages for such Buyer’s default, whereupon this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder. In no event shall Buyer be liable for any consequential or punitive damages. Notwithstanding the foregoing, a Buyer Default shall not have occurred until the expiration of ten (10) business days following delivery of written notice to Buyer specifying the nature of the Buyer Default and Buyer’s failure to cure the alleged Buyer Default within such ten (10) business days; provided, however, if the nature of Buyer Default is such that more than ten (10) business days are reasonably required for its cure, then it shall not be deemed a Buyer Default if Buyer commences such cure within said ten (10) business day period and thereafter diligently prosecutes such cure to completion.

7.2 Seller Default. If Seller breaches or fails to complete the sale of the Easement or to perform any obligations and covenants under this Agreement (“**Seller Default**”), then, unless Buyer elects to waive any such Seller Default, Buyer may, as Buyer’s sole and exclusive remedy hereunder, (i) enforce specific performance of this Agreement against Seller or (ii) terminate this Agreement. Buyer’s election of remedies shall be made by Buyer in its sole discretion. The provisions of this Section shall survive Closing or the earlier termination of this Agreement.

8. Buyer’s Access. As of the Effective Date and during the term of this Agreement, Seller hereby grants to Buyer, its agents, contractors and consultants, upon 24 hours prior telephonic or e-mail notification, reasonable and necessary access that Buyer may desire to review and inspect all aspects of the Easement, including but not limited to all physical conditions, and geotechnical reports and studies (which may include structural soil borings), title, surveys, zoning and land use requirements, taxes, assessments and other conditions relating to the Easement and the physical condition thereof, to ascertain that all are acceptable to the Buyer in its sole judgment in all respects; provided, however, that Buyer’s access and inspections shall not interfere with Seller’s operations at the Easement. If the appearance of such structural soil borings provides reasonable evidence that the soil removed as a result of such borings may contain hazardous waste in concentrations which exceed the maximum concentrations allowed for industrial use in the State of Rhode Island, then Buyer may conduct environmental testing of the soil that will be displaced by installation of Buyer’s cables but only within the limits of the proposed trench situated within the Property (both as to width and depth) to determine if such concentrations have been exceeded in such soil. In conducting any inspections, investigations, or tests of the Property, Buyer and its agents and representatives shall, and shall cause its agents and independent contractors to treat as confidential and not disclose to any person or entity, including any governmental agency, the results of any environmental investigations performed by or on behalf of Buyer, except if required by applicable law. Buyer shall repair any damage to the Easement caused to the Easement as a result of Buyer’s access and inspections hereunder, and shall indemnify Seller against any loss, cost, damage or claim actually incurred by Seller and caused by Buyer’s access and inspections. Buyer shall give Seller prior written notice specifying the requested testing, including a reasonable protocol that meets all regulatory requirements for such testing before any such testing is undertaken. Prior to such time as any Buyer’s representatives enter upon the Land, Buyer shall

(A) obtain policies of general liability insurance which insure Buyer and Seller with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage, and name Seller as an additional insured, and (B) provide Seller with certificates of insurance evidencing that Buyer has obtained the aforementioned policies of insurance. In conducting any inspections, investigations, or tests of the Land, Buyer and its agents and representatives shall: (i) comply with all applicable laws; (ii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Land; and (iii) not permit any liens to attach to the Land by reason of the exercise of its rights hereunder. Buyer shall bear the cost of all such inspections or tests.

9. As-is, Where-is Condition. Except as otherwise expressly provided in this Agreement, the sale of the Easement hereunder is and will be made on an “**AS IS, WHERE IS**” basis. Seller has not made, does not make and specifically negates and disclaims any representations, warranties or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to the Easement or any other matter whatsoever, except as expressly set forth herein.

10. Miscellaneous.

10.1 Brokers. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that such Party has not dealt with any real estate broker with respect to the transaction set forth in this Agreement, and there are no real estate brokers, salesman or finders involved in this transaction who would be entitled to a commission, finder's fee or other compensation with respect to this transaction commission shall be solely the responsibility of the Buyer. If a claim for a commission, finder's fee or other compensation in connection with this transaction is made by any other broker, salesman or finder claiming to have dealt by, through or on behalf of one of the parties hereto, such Party shall indemnify, defend and hold harmless the other Party and such other Party's partners, members, managers, directors, officers, shareholders, employees, agents, advisors and affiliates, and their respective successors and assigns, from all losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs through all trial and appellate levels), damages, liens, claims, actions and causes of action arising or resulting from or relating to such claim for compensation. The foregoing indemnities shall survive the Closing and execution and recording of the Easement Agreement.

10.2 Limitation of Liability. Notwithstanding anything to the contrary contained herein, the direct and indirect shareholders, partners, members, trustees, officers, directors, employees, agents and security holders of the Parties are not assuming any, and shall have no, personal liability for any obligations of the Parties hereto under this Agreement.

10.3 Exhibits; Entire Agreement; Modification. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters. This Agreement may not be modified or amended except by written agreement signed by both Parties.

10.4 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Rhode Island.

10.5 Successors and Assigns. Buyer may assign its rights, obligations and interest in this Agreement to any other person or entity, without first obtaining Seller's prior written consent. Such an assignment shall not relieve Buyer from any liability or obligations under this Agreement. In the event of a proposed assignment of its rights, obligations and interest in this Agreement in which Buyer seeks to be relieved from any liability or obligations under this Agreement, Buyer shall first obtain Seller's prior written consent to such an assignment. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and are binding upon the successors and assigns of the Parties.

10.6 Notices. Any notice, demand, request, consent, approval, disapproval, or certificate which a Party is required to give the other Party under this Agreement (each, a "Notice") shall be in writing and given by (i) certified mail, postage prepaid and return receipt requested, (ii) personal delivery or (iii) Federal Express or a similar nationwide over-night delivery service providing a receipt for delivery. Notices may not be given by facsimile, telegram, telex or e-mail. All Notices shall be addressed as follows:

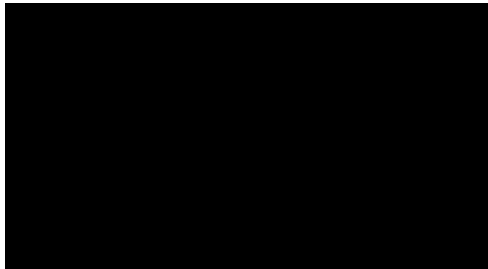
To Buyer:

Revolution Wind, LLC
c/o Eversource Energy
107 Selden Street
Berlin, CT 06037
Attn: Salvatore Giuliano, Manager of Real Estate
Telephone: (860) 665-6173
Salvatore.giuliano@eversource.com

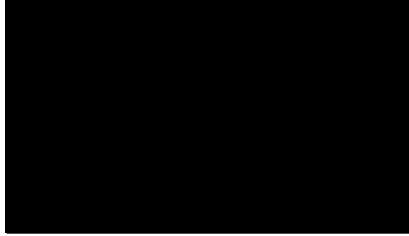
With copy to:

Neven Rabadjija, Esq.
Eversource Energy Service Company
800 Boylston Street, 17th Floor
Boston, MA 02199
Telephone: 617-242-2223
Neven.Rabadjija@eversource.com

To Seller:



With Copy To:



Service of any such Notice shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced the addressee's return receipt if by certified mail, or as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs on a Saturday, Sunday or a national holiday, then such notice or demand so made shall be deemed effective on the first business day after the day of actual delivery. Either Party may change its address by giving reasonable advance written notice of its new address in accordance with the methods described in this Section.

10.7 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.8 Memorandum of Option. This Agreement shall not be recorded in any public record. Notwithstanding the foregoing, upon execution of this Agreement, Seller and Buyer shall execute and shall cause to be recorded in the North Kingstown Land Evidence Records a Memorandum of Option in the form attached hereto in Exhibit F.

10.9 Confidentiality. No press release or other public disclosure regarding the terms of this Agreement or the transaction contemplated hereby shall be made without the prior written consent of Buyer and Seller. However, either Party shall have the right to make public disclosures required by any Laws.

10.10 Acceptance of Easement Agreement. The execution and delivery of the Easement Agreement by Seller to Buyer shall be deemed full compliance by Seller of all of Seller's obligations under this Agreement except for those obligations of Seller which are specifically stated to survive the Closing hereunder.

10.11 Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

10.12 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to grant the Option or to sell or purchase the Easement, and neither Party shall be bound to the other with respect to any such purchase and sale until an agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

10.13 Arbitration. Any dispute arising under this Agreement that the Parties cannot resolve by discussion among authorized representatives for a period of thirty (30) days shall be decided by binding and non-appealable arbitration before a single arbitrator pursuant to the commercial arbitration rules of JAMS. Following a demand for arbitration by either Party after the expiration of the thirty-day discussion period, the Parties shall have five (5) business days to agree upon an arbitrator. If the Parties cannot agree upon an arbitrator within such period, then either Party may request that JAMS appoint an arbitrator. The decision of such arbitrator shall be final, and either Party may apply to a court of competent jurisdiction for the confirmation thereof. The prevailing Party in such arbitration shall be entitled to reimbursement of its reasonable attorney's fees and costs, expert witness fees and arbitration fees. The Parties agree that any such arbitration must be completed within thirty (30) days of appointment of the arbitrator.

10.14 No Reliance. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer.

11. Certain Defined Terms. As used herein:

11.1 “**Escrow Agent**” shall mean the Title Company.

11.2 “**Governmental Entity**” shall mean any United States national, federal, state, provincial, municipal or local government, governmental, regulatory or administrative authority, agency, board, instrumentality or commission or any court, tribunal, or judicial body.

11.3 “**Laws**” shall mean any binding domestic or foreign laws, statutes, ordinances, rules, resolutions, regulations, codes or executive orders enacted, issued, adopted, promulgated, applied, or hereinafter imposed by any Governmental Entity, including, without limitation, building, zoning and environmental protection, as to the use, occupancy, subdivision, development, conversion or redevelopment of the Property.

11.4 “**Lien**” shall mean any lien, mortgage, pledge, security interest or other encumbrance securing any debt or obligation.


11.5 “**Title Company**” shall mean Fidelity National Title Insurance Company, or another national title insurance company selected by Buyer and reasonably acceptable to Seller.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.


SELLER:

KIEFER PARK ASSOCIATES, LLC

By: 
Name: MANAGING PARTNER
Title: DOUGLAS RIDES

BUYER:

REVOLUTION WIND, LLC

By: 
Name: Salvatore Giuliano
Title: Manager of Real Estate

EXHIBITS

EXHIBIT A	Description of the Property
EXHIBIT B-1	Plan of the Easement, Alternative 1
EXHIBIT B-2	Plan of the Easement, Alternative 2
EXHIBIT C	Option Termination Agreement
EXHIBIT D	Easement Agreement
EXHIBIT E	Narragansett Electric Easement
EXHIBIT F	Memorandum of Option

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[see attached]

BK 1360PG 144

**DEED DESCRIPTION
FOR
3.48 ACRE SITE
CIRCUIT DRIVE**

That certain lot or parcel of land located on a portion of the former Quonset Point Navel Air Station, in the Town of North Kingstown, County of Washington, State of Rhode Island. Said parcel being located on the westerly side of a road now or formerly called Circuit Drive and designated as 3.48 acres on a plan entitled "Survey of Land for Rhode Island Economic Development Corporation", in North Kingstown, Rhode Island by Garofalo & Associates, Inc., Drawing Number 25613, latest revision, May 24, 2001, a copy of which plan has been recorded in the Records of Land Evidence of North Kingstown, Rhode Island, immediately prior hereto on August 15th, 2001.

Said parcel being further bounded and described as follows:

Beginning at a granite bound in the westerly line of said Circuit Drive six hundred eleven and 65/100 (611.65') feet southerly of the intersection of the southerly line of Roger Williams Way with the westerly line of said Circuit Drive said bound being located at the northeasterly corner of the herein described parcel;

Thence running southerly along the arc of a curve bounded easterly by said Circuit Drive with a radius of six hundred seventy five and 00/100 (675.00') feet and a delta angle of 8°-14'-42" a distance of ninety seven and 13/100 (97.13') feet to a point of tangency of said curve;

Thence turning an interior chord angle of 184°-07'-21" and running southeasterly bounded easterly by said Circuit Drive one hundred twenty one and 00/100 (121.00') feet to a point marked by a granite bound;

Thence turning an interior angle of 73°-30'-00" and running westerly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation five hundred forty nine and 15/100 (549.15') feet to a point marked by a granite bound;

Thence turning an interior angle of 122°-25'-15" and running northwesterly bounded westerly by land now or formerly of the Town of North Kingstown, and The Narragansett Electric Company two hundred ninety nine and 41/100 (299.41') feet to a point;

Thence turning an interior angle of 126°-27'-40" and running northeasterly bounded northwesterly by land now or formerly of The Narragansett Electric Company forty seven and 72/100 (47.72') feet to a point, marked by a granite bound;

Thence turning an interior angle of 103°-23'-38" and running southeasterly bounded northerly by land now or formerly of Rhode Island Economic Development Corporation six hundred forty three and 16/100 (643.16') feet to the point and place of beginning marked by a granite bound, the last herein described course forms and interior chord angle of 110°-06'-06" with the first herein described course.

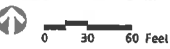
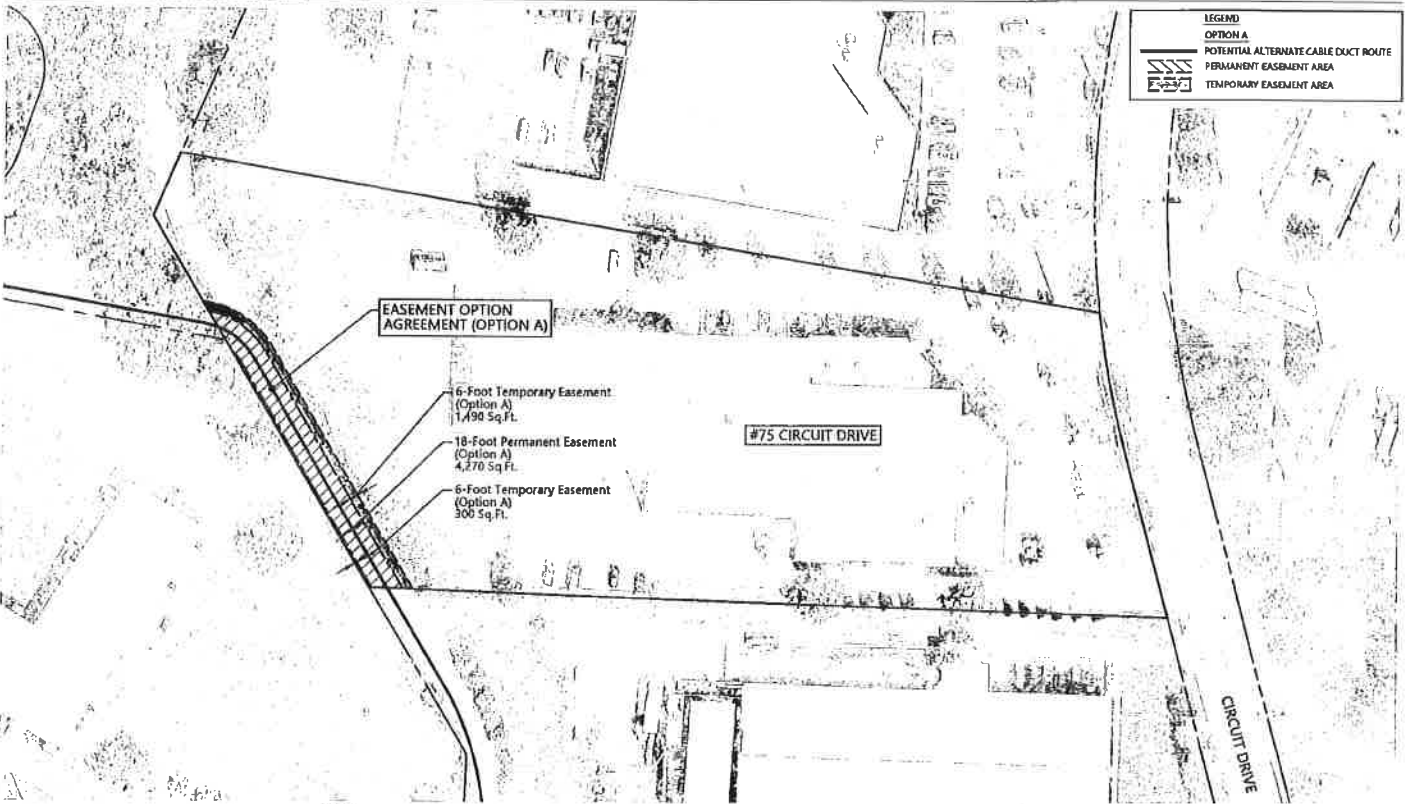
Said parcel contains 151,624 square feet or 3.48 acres more or less.

EXHIBIT B-1

PLAN OF THE EASEMENT, ALTERNATIVE 1

[see attached]

Copyright and location of 75 Circuit Drive (North Kingstown, RI) Easement Option A



Notes:

1. Property lines have been obtained from North Kingstown GIS.

2. Indicative easement-final easement boundary to be based on final engineering design.

Revolution Wind

Powered by
Orsted &
Eversource

Revolution Wind Easement
75 Circuit Drive
North Kingstown, RI
January 14, 2022

EXHIBIT B-2
PLAN OF THE EASEMENT, ALTERNATIVE 2
[see attached]

EXHIBIT C

[FORM OF]

OPTION TERMINATION AGREEMENT

REVOLUTION WIND, LLC, a Delaware limited liability company, with an address at c/o Eversource Energy, 47 Station Drive, SE-250 Westwood, Massachusetts 02090 ("Optionee") and **KIEFER PARK ASSOCIATES, LLC**, a Rhode Island limited liability company, with an address at 50 Whitecap Drive, Suite 102, North Kingstown, Rhode Island 02852 ("Optionor"), as parties to that certain Option to Purchase Agreement dated _____, 2022 (the "Option Agreement"), a memorandum of which is recorded in the _____ Registry of Deeds in Book _____, Page _____, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to terminate the Option Agreement and Optionee does hereby release to Optionor its right, title and interest created by the Option Agreement in that certain parcel of land known and numbered as 75 Circuit Drive, North Kingstown, Rhode Island 02852, and being _____ on a plan entitled "_____", dated _____, prepared by _____, and recorded with the _____ Registry of Deeds in Plan Book _____, Plan _____. For title see Deed of _____, dated August 1, 2001 and recorded with the North Kingstown, RI Registry of Deeds in Book 1360, Page 0139.

Optionor does hereby release to Optionee any security held by Optionor relating to the Option Agreement.

Witness the execution under seal this ____ day of _____, 202__.

OPTIONOR:

OPTIONEE:

KIEFER PARK ASSOCIATES, LLC

REVOLUTION WIND, LLC

By: _____

Name: Douglas B. Riggs

Its: Managing Partner

By: _____

Name: _____

Its: _____

EXHIBIT D

After recording, please return to:

Joseph A. Anesta, Esq.
Cameron & Mittleman LLP
301 Promenade Street
Providence, RI 02908

EASEMENT AGREEMENT

EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2022 by and between **KIEFER PARK ASSOCIATES, LLC**, a Rhode Island limited liability company having an address of 50 Whitecap Drive, Suite 102, North Kingstown, Rhode Island 02852 (the "Grantor"), and **REVOLUTION WIND, LLC**, a Delaware limited liability company having an address c/o Eversource Energy, 47 Station Drive, SE-250 Westwood, Massachusetts 02090 (the "Grantee").

WITNESSETH THAT:

WHEREAS, the Grantor is the owner of certain property, together with all improvements thereon, located at 75 Circuit Drive, North Kingstown, Rhode Island and more particularly described in Exhibit A attached hereto (the "Property").

WHEREAS, Grantor desires to grant to Grantee a perpetual nonexclusive easement (subject to the noninterference provisions of Section 5 hereof) for construction and operation of an underground high-voltage transmission line and related appurtenances and Grantee desires to acquire from Grantor such an easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The Grantor does hereby give, grant, transfer and convey to the Grantee, its legal representatives, grantees, successors, assigns, with quitclaim covenants, a perpetual non-exclusive commercial easement in gross (subject to the noninterference provisions of Section 5 hereof) (1) to erect, install, construct, reconstruct, replace, repair, maintain, use, operate, inspect and patrol an underground electric ductbank and splice vault system for the transmission of high and low voltage electric current, including underground vaults, cables, wires and lines for communication, signal and control purposes, under a strip of land located on the Property and more particularly described on Exhibit B attached hereto (the "Easement Area"), which may consist of (a) conduits, pipes or ducts and manholes, with wires, cable and ground wires installed within the same, or of wires, cables and ground wires buried in the ground, or of combinations of all or any of the same, together with (b) all necessary vaults, foundations, supporting structures, hardware, fittings, equipment and appurtenances and (c) such culverts and ways of access as may be reasonably necessary for the convenient construction, operation, maintenance, inspection and patrolling of said lines (the "Facilities"); (2) to construct such Facilities, or any of them, at any time hereafter and at the same or different times and to renew, add to, replace, remove and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area; (3) to clear and keep clear by physical, chemical or other means the Easement Area or any part thereof of trees underbrush, buildings or other structures; (4) to remove or trim at any time trees located on land outside of the Easement Area now owned by the Grantor which in the judgment of the Grantee may endanger said lines or the

operation thereof; and (5) to enter upon and to pass along the Easement Area and across adjoining lands of the Grantor, on foot and by vehicle, for all of the above purposes, utilizing for such purposes any service roads or parking areas on such adjoining land of the Grantor from time to time, to the greatest extent possible, and grade the Easement Area, as reasonably required.

2. Grantor Undertakings. The Grantor, for the Grantor and the Grantor's successors in title to the premises, covenants and agrees with the Grantee, its successors and assigns, that neither the Grantor nor any of said successors in title will (i) use or alter the Easement Area or change the present grade or ground level of the surface thereof by excavation, filling or otherwise in any manner that may endanger or interfere with the operation or maintenance of the Facilities or disturb any of the Facilities; or (ii) do any other act which may be inconsistent with or unreasonably interfere with the rights and easements herein granted.

3. Ownership of Facilities. It is understood and agreed that the Facilities, whether or not attached to the Property, shall remain the property of the Grantee and that the Grantee shall pay all taxes assessed thereon.

4. Maintenance and Repair. The Grantee, its agents and contractors shall have the right to enter upon the Property for the purposes of constructing, repairing, replacing, removing and maintaining the Facilities, at its expense, at any time upon prior notice during business hours of at least twenty-four (24) hours (except in emergencies when notice is not required) which notice shall include a description of the scope and nature of the work to be performed. Any disturbances to the Property and/or Easement Area caused by any such entry shall be promptly repaired by Grantee in a workmanlike manner.

5. No Interference. The Grantor covenants not to take nor permit any action to be taken on, under or with respect to the Easement Area which will unreasonably impede, interfere with or prevent the exercise of the rights and the performance of the obligations of the Grantee hereunder.

6. Indemnification and Insurance. The Grantor shall indemnify and hold harmless the Grantee from and against any and all action, causes of action, suits, claims, demands, obligations, damages and liabilities, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising from the failure of the Grantor to perform its obligations hereunder or to comply with the terms and conditions of this Agreement. The Grantee shall indemnify and hold harmless the Grantor from and against any and all action, causes of action, suits, claims, demands, obligations, damages and liabilities, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising from the exercise of the Grantee's rights or performance of its obligations hereunder.

The Grantee shall obtain and at all times maintain, at its own cost and expense, a policy or policies of general liability insurance on an occurrence basis, and pollution legal liability, on a claims made or occurrence basis, or their equivalents, with respect to the activities permitted pursuant to the terms of this Agreement, such policies having minimum limits of not less than Five Million (\$5,000,000.00) Dollars for death or injury per occurrence in the aggregate and Two Million (\$2,000,000.00) Dollars for property damage per occurrence in the aggregate as respects general liability insurance and Two Million Dollars (\$2,000,000.00) for death or injury and cleanup costs per occurrence in the aggregate for pollution legal liability insurance. Both policies shall name the Grantor and any mortgagee of the Grantor as an additional insured parties and contain a waiver of subrogation in favor of the Grantor and any such mortgagee. All such policy or policies shall be issued by companies having a Best's rating of not less than A/XII. An insurance certificate, evidencing such coverage and requiring thirty (30) days prior written notice to the Grantor and any mortgagee of any cancellation or termination of such insurance, shall be forwarded to the Grantor contemporaneous with execution of this Agreement and within thirty (30) days of policy renewals

or expiration. Such limits as required under this Section 6 Indemnification and Insurance can be met through a combination of primary and excess limits of liability.

If applicable, any contractor (or affiliate of such contractor) of Grantee shall require their respective subcontractors and vendors to obtain and maintain pollution legal liability insurance consistent with the provisions set forth above.

7. No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any land to the general public or for any public use or purpose whatsoever. Except as specifically set forth herein, no right, privilege or immunity of any party shall inure to the benefit of any third party nor shall any third party be deemed to be a beneficiary of this Agreement. It is specifically agreed that the only parties who may enforce this Agreement are the parties hereto and their grantees, successors and assigns.

8. Successors and Assigns. The terms of this Agreement and all covenants and easements set forth in this Agreement shall constitute covenants and easements running with, and appurtenant to, the land affected thereby. All terms, covenants and easements of this Agreement shall be binding upon and inure to the benefit of each of the Grantor and the Grantee and their respective grantees, successors and assigns. Failure of the Grantee, or its grantees, successors and assigns to comply with the terms of this Agreement (including, but not limited to the requirements to maintain insurance as provided herein) shall entitle the Grantor (and its grantees, successors and assigns), after written notice to the Grantee (or its grantees, successors or assigns) of such failure and the continuance of such failure for thirty (30) days thereafter, to terminate this Agreement.

9. Removal. If this Agreement is terminated as provided above, Grantee at its expense shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before the Grantee installed the Facilities. Such removal shall be accomplished within one (1) year of termination.

10. Miscellaneous. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Rhode Island. Any notices hereunder shall be deemed given if sent by certified mail, return receipt requested, or U.S. express mail or similar private delivery service to the parties at their addresses set forth in the first paragraph hereof.

11. Narragansett Electric Easement. Anything in this Agreement to the contrary notwithstanding, the property that will be subject to the Easement is also subject to an Easement Agreement between Grantor (as successor to The Rhode Island Economic Development Corporation) and the Narragansett Electric Company d/b/a National Grid dated April 29, 1996 and recorded in the Land Evidence Records of the Town of North Kingstown, Rhode Island in Book 981, Page 142, pursuant to which Narragansett Electric Company has been granted a non-exclusive access and egress easement, among other things, to install, construct, maintain, reconstruct, maintain, operate, patrol and otherwise change overhead and underground systems for the distribution of electric current. Grantee acknowledges and agrees that its exercise of its rights under this Agreement is subject to the above-described Easement Agreement and may involve separate negotiations and/or agreements between Grantee and Narragansett Electric Company. Grantor disclaims any obligation to participate in such negotiations or agreements

[Signatures continued on next page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first written above.

Grantor:

KIEFER PARK ASSOCIATES, LLC

By: _____
Douglas B. Riggs
Managing Partner

Grantor:

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On _____, 2022, before me, the undersigned notary public, personally appeared Douglas B. Riggs, the Managing Member of KIEFER PARK ASSOCIATES, LLC, a Rhode Island limited liability company, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, in his capacity as aforesaid, and the free act and deed of said limited liability company. Before me.

Notary Public
Print Name
My Commission expires _____

REVOLUTION WIND, LLC

By: _____
Name: _____
Title: _____

Grantee:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On _____, 2022, before me, the undersigned notary public, personally appeared _____, the _____ of Revolution Wind, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, in his capacity as aforesaid, and the free act and deed of said limited liability company. Before me.

Notary Public
Print Name _____
My Commission expires _____

EXHIBIT E

Narragansett Electric Easement

[see attached]

At the time Seller purchased the property referenced in Exhibit A from RIEDC, Seller purchased the property subject to the Narragansett Electric Easement. The description of Seller's property which is subject to the Narragansett Electric Easement is set forth in the last page of this Exhibit.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 29 day of April, 1996 by and between THE RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION, a public corporation of the State of Rhode Island, with an address of 35 Belver Avenue, North Kingstown, Rhode Island (the "Grantor") and THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island public utility with its principal place of business at 280 Melrose Street in the City of Providence, State of Rhode Island (the "Grantee")

W I T N E S S E T H:

WHEREAS, the Grantor holds title to those certain three (3) parcels of land located on the northerly side of Camp Avenue in North Kingstown, Rhode Island more particularly described on the legal description attached hereto as Exhibit A (the "Encumbered Property"); and

WHEREAS, the Grantee holds title to that certain real property more particularly described on the legal description attached hereto as Exhibit B (the "Benefited Property"), which real property is located adjacent to the Encumbered Property; and

WHEREAS, the Grantee desires to use the Encumbered Property to secure access to and from the Benefited Property and to install and construct a system for the distribution of electrical current; and

WHEREAS, the Grantor has agreed to grant such rights to the Grantee for the benefit of the Benefited Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree, each on behalf of their respective successors and assigns, as follows:

1. Access and Egress Easement.

A. Grant of Easement.

On behalf of itself and its successors and assigns, the Grantor hereby grants to the Grantee and its successors and assigns, with quitclaim covenants (with the exception of that portion of the Encumbered Property described in Exhibit C, attached hereto, which is granted by the Grantor to the Grantee without quitclaim covenants), a non-exclusive access and egress easement over the Encumbered Property for the benefit of the Benefited Property (the "Access and Egress Easement"). The Access and Egress Easement shall be used for all purposes for which public ways are now and may in the future be used in the Town of North Kingstown including but not limited to the right to

pass and repass on foot and by motor or other vehicle to and from adjoining lands, and the right to grade, pave and maintain a hard roadway surface thereon. The cost of constructing, installing, maintaining and repairing any roadway surface required by Grantee shall be at the sole cost and expense of the Grantee.

B) Additional Terms and Conditions

The Grantor agrees that it shall not, without the express prior written consent of the Grantee, convey the fee interest in the Encumbered Property to the Town of North Kingstown or grant to said Town of North Kingstown an easement over the Encumbered Property or otherwise dedicate the Encumbered Property for use as a public way.

2. Utility Easement.

A. Grant of Easement

On behalf of itself and its successors and assigns, the Grantor hereby grants to the Grantee and its successors and assigns, with quitclaim covenants, a non-exclusive easement over the Encumbered Property for the benefit of the Benefited Property (the "Utility Easement"), which easement shall include the following rights:

- (i) The perpetual right and easement to install, construct, reconstruct, repair, replace, remove, add to, maintain, operate, patrol and otherwise change overhead and underground systems for the distribution of electric current and for telephone use consisting of riser poles, with all the necessary wires, cables, anchors, guys, equipment and appurtenances attached thereto, and all necessary transformer pads, handholds and pedestals, together with all the necessary wires, cables, conduits, transformers, switches, equipment, fixtures and appurtenances installed therein and attached thereto in, under, through, over, across and upon the Encumbered Property.
- (ii) The perpetual right and easement to clear and keep cleared by physical, chemical and other means, the Encumbered Property of trees, underbrush, structures, objects and surfaces (the first clearing may be for less than the full width and may be widened from time to time to the full width) and to renew, replace, remove, add to the otherwise change the lines in each and every part thereof and all appurtenances thereto and the location thereof within the Encumbered Property, and all trees, underbrush and structures,

objects and surfaces shall become and remain the property of the Grantee.

- (iii) The perpetual right and easement to prohibit or prevent the erection or construction of any building or structures upon the Encumbered Property and to prohibit or prevent any change in the present grade or ground level of said property by excavation, filling or other act of man.

B) Terms and Conditions of the Utility Easement

It is agreed that the poles, wires and cables installed pursuant to the Utility Easement shall remain the property of the Grantee, in and that the Grantee shall pay all taxes assessed thereon.

3. Term.

It is the intent of the Grantor and the Grantee that the Access and Egress Easement and the Utility Easement be perpetual in nature, run to the benefit of the Grantee and its successors and assigns, create a burden upon and run with the Encumbered Property and be for the benefit of, and to run with, the Benefited Property, enforceable by the Grantee and its successors and assigns.

4. Entire Agreement.

This Agreement incorporates all the agreements between the Grantor and the Grantee and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Easement Agreement.

EXECUTED on the date first set forth above.

GRANTOR:

THE RHODE ISLAND ECONOMIC
DEVELOPMENT CORPORATION

By: 

Title: MARCEL VALOIS
EXECUTIVE DIRECTOR

GRANTEE:

THE NARRAGANSETT ELECTRIC
COMPANYBy: *Robert L. Stolz*Title: *Vice President*STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE, in said County on the 29th day of April, 1996, before me personally appeared the within-named MARCEL VALOIS, to me known and known by me to be the EXECUTIVE DIRECTOR of, and the person executing these presents in behalf of the Rhode Island Economic Development Corporation, the party executing the foregoing instrument, and he acknowledges said instrument by him so executed to be his free act and deed as such and the free act and deed of said Rhode Island Economic Development Corporation.

Robert L. Stolz
Notary Public

Print Name: ROBERT L. STOLZMANMy Commission Expires: 7/23/97STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County on the 2nd day of May, 1996, before me personally appeared the within-named RICHARD W. FLOSS, to me known and known by me to be the VICE PRESIDENT of, and the person executing these presents in behalf of the The Narragansett Electric Company, the party executing the foregoing instrument, and he acknowledges said instrument by him so executed to be his free act and deed as such VICE PRESIDENT and the free act and deed of said The Narragansett Electric Company.

Peter V. Lacoufure
Notary Public

Print Name: Peter V. LacoufureMy Commission Expires: 6/27/97

Ref. to Plan 1496 H.F. 153 Recorded May 8, 1996 at 12:24 P.M.

EXHIBIT A

To Easement Agreement between the Rhode Island
Economic Development Corporation
and The Narragansett Electric Company

Parcel No. 1

Beginning at the southwesterly corner of the herein described parcel at a point two hundred and sixty-five and 00/100 (265.00) feet North 2° 28' 28" East from a stone bound set in the northerly side of Camp Avenue, which stone bound is set at the southeasterly corner of land now or lately of said Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of Parcel No. 3 as shown on the hereinafter described plan;

Thence running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), one hundred four and 95/100 (104.95) feet to a point;

Thence turning and running North 30° 19' 36" West, bounded westerly partly by said land now or lately of said Town of North Kingstown (Quonset School parcel) and partly by said land now or lately of the Narragansett Electric Company, four hundred thirty-three and 96/100 (433.96) feet to a point;

Thence turning and running North 23° 12' 44" East, bounded northerly by land now or lately of the Narragansett Electric Company, thirty-seven and 30/100 (37.30) feet to a point;

Thence turning and running South 30° 19' 36" East, bounded easterly by land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), four hundred sixty-four and 96/100 (464.96) feet to a point;

Thence turning and running South 2° 28' 28" West, bounded easterly by said land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), eighty-eight and 78/100 (88.78) feet to a point;

Thence turning and running South 42° 31' 32" East, bounded northeasterly by said land now or lately of R.I. Port Authority & Economic Development Corporation (Kiefer Park), thirty-five and 36/100 (35.36) feet to a point;

Thence turning and running North 87° 31' 32" West, fifty-five and 00/100 (55.00) feet to a point and place of beginning.

The above described parcel contains 17,077 square feet of land and is shown as Parcel No. 1 on a plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN SHOWING UTILITY EASEMENTS AND PERMANENT ACCESS TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY KIEFER PARK R.I. PORT AUTHORITY & ECONOMIC DEVELOPMENT CORPORATION NORTH KINGSTOWN, RHODE ISLAND SCALE 1" = 40' DATE APRIL 14, 1993 H-64356" which has been recorded with the North Kingstown Records of Land Evidence herewith.

Parcel No. 2

Beginning at the northwesterly corner of the herein described parcel at point two hundred sixty-five and 00/100 (265.00) feet North 2° 28' 28" East from a stone bound set in the northerly side of Camp Avenue which stone bound is set at the southeasterly corner of land now or lately of the Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of Parcel No. 3 as shown on the hereinafter described plan;

Thence running South 87° 31' 32" East, bounded northerly by land now or lately of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), five hundred thirty-eight and 65/100 (538.65) feet to a point in the West side of Road "A" (a/k/a Industrial Drive);

Thence turning and running Southerly along the arc of a curve having a radius of six hundred twenty-five and 00/100 (625.00) feet a distance of fifty and 43/100 (50.43) feet to a cement bound;

Thence turning and running North 87° 31' 32" West, bounded southerly by land now or formerly of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), five hundred forty-five and 11/100 (545.11) feet to a point;

Thence turning and running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), fifty and 00/100 (50.00) feet to a point and place of beginning. The above described parcel contains 27,111 square feet of land and is shown as Parcel No. 2 on the above described plan.

Parcel No. 3

Beginning at a stone bound set in the northerly side of Camp Avenue, which point is the southeasterly corner of land now or formerly of the Town of North Kingstown (Quonset School Parcel) and the southwesterly corner of the herein described parcel;

Thence running North 2° 28' 28" East, bounded westerly by land now or lately of said Town of North Kingstown (Quonset School Parcel), two hundred fifteen and 00/100 (215.00) feet to a point;

Thence turning and running South 87° 31' 32" East, bounded northerly by land now or lately of Rhode Island Port Authority & Economic Development Corporation (Keifer Park), fifty and 00/100 (50.00) feet to a cement bound;

Thence turning and running South 2° 28' 28" West, bounded easterly by other land now or lately of Rhode Island Port Authority & Economic Development Corporation (Kiefer Park), one hundred ninety-three and 48/100 (193.48) feet to Camp Avenue;

Thence turning and running North 57° 51' 50" West bounded south by Camp Avenue, fifty-seven and 54/100 (57.54) feet to the point and place of beginning. The above-described parcel contains 8,962 square feet of land and is shown as Parcel No. 3 on the above described plan.

That certain tract or parcel of land together with all buildings and improvements thereon situated northerly of Camp Avenue in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point in the northerly street line of Camp Avenue, said point being the most southwesterly corner of land now or formerly of the Town of North Kingstown; said point also being the most southeasterly corner of the herein described parcel;

Thence running in a westerly direction, by and with the aforementioned northerly street line of Camp Avenue, a distance of fifty and 63/100 (50.63) feet to a corner; said corner being the most southwesterly corner of the herein described parcel;

Thence turning an interior angle of $80^{\circ} 55' 33''$ and running in a northerly direction, by and with other land of this Grantor, a distance of seven hundred forty-eight and 00/100 (748.00) feet to a corner; said corner being the most northwesterly corner of the herein described parcel;

Thence turning an interior angle of $108^{\circ} 44' 06''$ and running in a northeasterly direction, by and with other land of this Grantor, a distance of five hundred sixty-nine and 67/100 (569.67) feet to a corner; said corner being the most northeasterly corner of the herein described parcel;

Thence turning an interior angle of $102^{\circ} 48' 16''$ and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most easterly corner of the herein described parcel;

Thence turning an interior angle of $106^{\circ} 00' 00''$ and running in a southwesterly direction, by and with other land of this Grantor, a distance of two hundred thirty-six and $87/100$ (236.87) feet to a corner;

Thence turning an interior angle of $217^{\circ} 49' 48''$ and running in a southerly direction, by and with other land of this Grantor, a distance of one hundred seventy-eight and $06/100$ (178.06) feet to a corner;

Thence turning an interior angle of $233^{\circ} 32' 20''$ and running in a southeasterly direction, by and with other land of this Grantor, a distance of one hundred and $04/100$ (100.04) feet to a corner;

Thence turning an interior angle of $49^{\circ} 32' 00''$ and running in a westerly direction, by and with the previously mentioned Town of North Kingstown land, a distance of four hundred seventy-four and $20/100$ (474.20) feet to a corner; said corner being the most northwesterly corner of said North Kingstown land;

Thence turning an interior angle of $261^{\circ} 33' 30''$ and running in a southerly direction, by and with the aforementioned land of the Town of North Kingstown, a distance of three hundred seven and $55/100$ (307.55) feet to the point and place of beginning.

The last course making an angle of $99^{\circ} 04' 27''$ with the first herein described course.

Containing, by calculation, 6.10 acres of land.

The Grantor herein also grants to the Grantee, its successors and assigns, the perpetual right and easement to install and maintain electric lines, underground and overhead, together with the right to construct and maintain all necessary appurtenances, together with the right to pass and repass, on foot and in vehicles, along with all necessary construction and maintenance equipment, over that certain tract or parcel of land located southerly of Roger Williams Way in the Town of North Kingstown, County of Washington, State of Rhode Island, being bounded and described as follows:

Starting at a point, said point being located two hundred and 00/100 (200.00) feet westerly from the most northeasterly corner of the previously described parcel; said distance being measured along the most northerly property line of said previously described parcel; said point being the most southeasterly corner of the herein described easement;

Thence running in a westerly direction, by and with the aforementioned previously described parcel, a distance of one hundred fifty and 00/100 (150.00) feet to a corner; said corner being the most southwesterly corner of the herein described easement;

Thence turning an interior angle of 90° and running in a northerly direction, by and with other land of this Grantor, a distance of six hundred, five (605) feet, more or less, to a corner; said corner being the most northwesterly corner of the herein described easement;

Thence running in a southeasterly direction, by THE NARRAGANSETT ELECTRIC COMPANY proposed easement area, a distance of one hundred seventy-two (172) feet, more or less, to a corner; said corner being the most northeasterly corner of the herein described easement;

Thence running in a southerly direction, along a line one hundred fifty (150) feet easterly from and parallel to the second herein described course of this parcel, a distance of five hundred twenty (520) feet, more or less, to the point and place of beginning.

The last course making an angle of 90° with the first herein described course.

EXHIBIT C

That certain tract or parcel of land situated in the Town of North Kingstown, County of Washington, State of Rhode Island, bounded and described as follows:

Beginning at the Northeasterly corner of said parcel at a point four hundred seventy six and 28/100 (476.28) feet N 2° 28' 28" E from a granite bound (fnd.) in the northeasterly line of Camp Avenue at the southeasterly corner of land now or lately of the Town of North Kingstown (Quonset School Parcel);

Thence running S 2°28'28" W, bounded southeasterly by land now or formerly of the R.I. Port Authority & Economic Development Corporation, one hundred fifty-six and 33/100 (156.33) feet to a point;

Thence running N 30°19'36" W, bounded northwesterly by other land of said Town of North Kingstown, one hundred eighty five and 98/100 (185.98) feet to a point;

Thence running S 87°31'32" E, bounded northeasterly by said R.I. Port Authority & Economic Development Corporation land, one hundred and 75/100 (100.75) feet to the point and place of beginning.

The above described parcel contains 7,875 square feet of land and is shown on a recorded plan entitled: "NEW ENGLAND POWER SERVICE COMPANY PART OF NEW ENGLAND ELECTRIC SYSTEM WESTBOROUGH, MASS. PLAN OF LAND IN NORTH KINGSTOWN, R.I. TO BE CONVEYED TO THE NARRAGANSETT ELECTRIC COMPANY BY TOWN OF NORTH KINGSTOWN SCALE 1" = 40' DATE OCT. 23, 1992 E-10948" prepared by Warner B. Goff, Professional Land Surveyor.

96 MAY -8 PM 12:25

BK 1360 PG 145

**PROPOSED DEED DESCRIPTION
FOR
30' ELECTRIC EASEMENT**

TOWN OF NORTH KINGSTOWN
JAMES O. MARQUES, TOWN CLERK
2001 AUG -1 PM 3:19

Beginning at the most southwesterly corner of land designated as 3.48 ac. parcel on westerly side of a road now or formerly called Circuit Drive herein before described at a point marked by a granite bound;

Thence running northwesterly bounded westerly by land now or formerly of the Town of North Kingstown and land now or formerly of Narragansett Electric Company a distance of two hundred ninety nine and 41/100 (299.41') feet to a point;

Thence turning an interior angle of 126°-27'-40" and running northeasterly bounded northwesterly by land now or formerly of Narragansett Electric Company a distance of thirty seven and 30/100 (37.30') feet to a point;

Thence turning an interior angle of 53°-32'-20" and running southeasterly bounded easterly by land now or formerly of Rhode Island Economic Development Corporation a distance of three hundred forty and 63/100 (340.63') feet to a point;

Thence turning an interior angle of 57°-34'-45" and running northwesterly bounded southerly by land now or formerly of Rhode Island Economic Development Corporation a distance of thirty five and 54/100 (35.54') feet to the point and place of beginning the last herein described course forms an interior angle of 122°-25'-15" with the first herein described course.

Said easement contains 9,600± square feet more or less.

EXHIBIT F

After recording, please return to:

_____, 2022

Joseph A. Anesta, Esq.
Cameron & Mittleman LLP
301 Promenade Street
Providence, RI 02908

MEMORANDUM OF OPTION TO PURCHASE

KIEFER PARK ASSOCIATES, LLC., a Rhode Island limited liability company, with an address at 50 Whitecap Drive, Suite 102, North Kingstown, Rhode Island 02852 (“Optionor”) and **REVOLUTION WIND, LLC**, a Delaware limited liability company with an address at _____ (“Optionee”) have executed that certain Option to Purchase Easement Agreement dated _____ (the “Option Agreement”), under which Optionor granted to Optionee the right to purchase the Optioned Easement (the “Option”) under the terms and conditions set forth in the Option Agreement, the essential terms of which are as follows:

1. Optioned Easement. [Insert description of Easement]
2. Option Period. The date of the Option Agreement until March 1, 2024, unless sooner exercised or terminated, as set forth in the Option Agreement.
3. Right to Extend Option Period. One (1) extension of up to twenty- four (24) months unless sooner exercised or terminated, as set forth in the Option Agreement.
4. Closing. If Optionee exercises its Option within the Option Period, the closing shall occur on the Closing Date, as defined in the Option Agreement.
5. Leases and Encumbrances. During the Option Period, Optionor has no right to grant leases or other encumbrances on the Optioned Premises without the prior consent of the Optionee.
6. Assignment. Optionee has the right to assign its rights under the Option Agreement, as set forth in the Option Agreement.

In the event of any conflict between the provisions of this Memorandum of Option to Purchase and the Option Agreement, the terms and conditions of the Option Agreement shall control.

Witness the execution under seal this ____ day of _____, 2022.

OPTIONOR:

KIEFER PARK ASSOCIATES, LLC

By: _____
Name: Douglas B. Riggs
Title: Managing Partner

OPTIONEE:

REVOLUTION WIND, LLC

By: _____
Name: _____
Title: _____

, ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, a _____ of _____, proved to me through satisfactory evidence of identification, which was _____ (source of identification) 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.

Notary Public
Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, a _____ of _____, proved to me through satisfactory evidence of identification, which was _____ (source of

identification) 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.

Notary Public

Name: _____

My commission expires: _____