

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

OZONE RENEWABLES, LLC
1200 Boston Post Road Suite 210B
Guilford, CT 06437

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of August 21st 2023, by and between Bruce J. and Patricia B. Lyman ("*Landlord*") and Ozone Renewables, LLC, a Delaware limited liability company ("*Tenant*") 1200 Boston Post Road Suite 210B Guilford, CT 06437

1. Lease. For the Lease Term and upon the provisions set forth in that Solar Energy Ground Lease and Easement Agreement of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Property*") located in the County of San Juan, State of Utah, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Property, as more particularly described in the Lease, including the exclusive right to develop the Property for solar energy purposes and, starting on the first day of the Construction Term and until the expiration of the Lease Term, the right to the exclusive possession and control of those part(s) of the Property on which Tenant, in its discretion elects to, construct, maintain, and operate the Project. The Lease restricts certain activities on the Property and prohibits activities on the Property that interfere with Tenant's rights under the Lease.
2. Easements. The Lease also includes Access, Operations and Transmission Easements.

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3. Setbacks.

- (i) Transmission Facilities (overhead lines and poles and buried lines), SGDs: 100 feet;
- (ii) Substations, Energy Storage and Operations and Maintenance Buildings: 100 feet;
and
- (iii) Roads and project fencing: 50 feet.
- (iv) Reserved.

4. Term. The Lease Term consists of three (3) periods. The Development Term of the Lease is up to seven (7) years, commencing on August 21, 2023. The Construction Term is up to two (2) years and starts on the earlier of the date set forth in a Construction Notice from Tenant to Landlord, which Construction Notice Tenant may record, or the date when Construction Activities commence on the Premises; provided, however, the Construction Term must start before the end of the Development Term. The Operations Term is up to fifty (50) years and starts on the earlier of the date that is two (2) years after the first day of the Construction Term or the date Project commences operations on a commercial basis.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

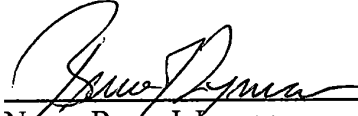
6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions, and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

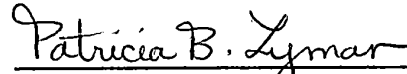
[Signatures appear on following page]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:




Name: Bruce J. Lyman



Name: Patricia B. Lyman

TENANT:

Ozone Renewables, LLC,
a Delaware limited liability company

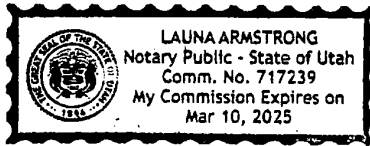
By: 

Name: Daniel P. Boyd
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF Utah)
) ss:
COUNTY OF San Juan)

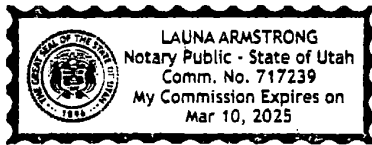
On the 25 day of July in the year 2023, before me, the undersigned, personally appeared Bruce J. Lyman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature: Launa Armstrong
Printed Name: Launa Armstrong
Notary Public, State of Utah
My commission expires March 10, 2025
My commission number 717239

STATE OF Utah)
) ss:
COUNTY OF San Juan)

On the 25 day of July in the year 2023, before me, the undersigned, personally appeared Patricia B. Lyman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature: Launa Armstrong
Printed Name: Launa Armstrong
Notary Public, State of Utah
My commission expires March 10, 2025
My commission number 717239

ACKNOWLEDGMENT

STATE OF CONNECTICUT)

) ss: Guilford

COUNTY OF NEW HAVEN)

On the 21st day of August in the year 2023, before me, the undersigned, personally appeared Daniel P. Boyd, authorized signatory of Ozone Renewables, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature: Rebecca Schodt

Printed Name: Rebecca Schodt

Notary Public, State of Connecticut

My commission expires 07-31-2027

My commission number SNPC.0186824

REBECCA SCHODT
NOTARY PUBLIC
State of Connecticut
My Commission Expires
July 31, 2027

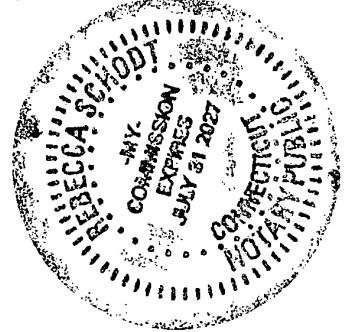


EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the County of San Juan, State of Utah, and is described as follows:

Township 35 South, Range 23 East, SLM

Section 11: SW1/4NE1/4; NW1/4NW1/4; SE1/4; E1/2NW1/4; NE1/4SW1/4 (Parcel No. 35S23E112400)

Section 12: SW1/4SE1/4; S1/2SW1/4 (Parcel No. 35S23E126000)

Section 13: NW1/4; SE1/4; W1/2SW1/4; NE1/4SW1/4; W1/2NE1/4 (Parcel No. 35S23E130600)

Section 14: Beginning at the Southeast corner of Section 14, and running thence North 45°00' West 1866.77 feet; thence North 0°02' East 2640 feet; thence West 1320 feet; thence North 1320 feet; thence East 2640 feet; thence South 0°02' West 5280 feet to point of beginning. (Parcel No. 35S23E140000)

Section 24: Beginning at the N1/4 corner of Section 24, and running thence South 45°00' East 3733.54 feet; thence North 0°02' East 2640 feet to the Northeast corner of Section 24; thence North 89°57' West 2640 feet to the point of beginning. (Parcel No. 35S23E240000)

Township 35 South, Range 24 East, SLM

Section 19: Lots 1, 2, 3; SE1/4NW1/4; NE1/4SW1/4 (Parcel No. 35S24E193000)