

PILOT AGREEMENT

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY

In accordance with RSA 72:74 and RSA 362-A:6-a, the City of Concord, New Hampshire a municipal corporation, duly established by law and located in Concord, New Hampshire (the “City”) and LSE Ursa Minor LLC, a Limited Liability Corporation with a principle place of business located at 40 Tower Lane, Suite 201, Avon, CT 06001, and registered to do business in New Hampshire with the New Hampshire Secretary of State (“LSE”), enter into a Payment in Lieu of Tax (“PILOT”) Agreement on this ____ day of November, 2025 (“Agreement”). The City and LSE, individually, are each referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, LSE leases a 36.5 acre portion of the land located at 67 West Portsmouth Street owned by L.A. Brochu, Inc., as more particularly described in Exhibit A (the “Leased Property”);

WHEREAS, LSE plans to build, own, and operate a photovoltaic solar facility (the “Project”), anticipated to have an estimated nameplate capacity of approximately 4.98 megawatts (“MW”), alternating current (“AC”), which is a renewable generation facility in New Hampshire as defined under RSA 72:73;

WHEREAS, it is the intention of the Parties that LSE make annual payments to the City for the term of this Agreement in lieu of property taxes for the Project, in accordance with RSA 72:74 and RSA 362-A:6-a;

WHEREAS, the City is authorized to enter into this Agreement with LSE, provided the Agreement is subject to the laws governing the utility property tax under RSA 83-F. Payments made pursuant to such agreement shall satisfy any tax liability relative to the renewable generation facility that otherwise exists under RSA 72, as may be amended from time to time. The payment in lieu of taxes shall be equalized under RSA 21-J:3, XIII in the same manner as other payments in lieu of taxes. In the absence of a payment in lieu of taxes agreement, the renewable generation facility shall be subject to taxation under RSA 72;

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and in accordance with RSA 72:74 and RSA 362-A:6-a, the Parties hereby agree as follows:

I. DEFINITIONS

- A. PILOT Rate shall mean the payment made by LSE to the City specifically described in Section II below.

- B. Commercial Operation Date means the date that the Project receives permission to operate from the interconnecting utility and the Project generates electric power for delivery to distribution grid and has achieved commercial operations.

II. PAYMENT

LSE agrees to make annual payments to the City in lieu of property taxes for the Project as set forth in the schedule attached hereto as Appendix B (the “Annual Payment”). This rate has been calculated to include an escalation of 2.75% per year for the life of the agreement.

Each Annual Payment will be paid to the City in one payment on or before March 31, for each tax year, which runs from April 1 to March 31 (“the Tax Year”) during the term of this Agreement, as set forth in Exhibit B.

The first Annual Payment shall be due on March 31st of the calendar year following the Commercial Operation Date (for example, if the Commercial Operation Date is January 15, 2026, then the first Annual Payment due date is by March 31, 2027).

III. TERM

Mindful of RSA 72:74, VI and VII, the Parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the City and LSE. The term of this Agreement shall be for twenty (20) years commencing upon the Commercial Operation Date.

IV. PILOT RATE SCHEDULE

The PILOT Rate schedule is set out in Exhibit B to this Agreement.

V. CERTIFICATION AND PAYMENT

The parties agree that that the PILOT rate has been set based, in part, on construction estimates provided by LSE, attached hereto as Exhibit B. The Parties agree that within 90 days of the completion of the construction LSE will provide to the City an actual cost of construction along with all supporting documents to determine whether the cost estimates used for purposes of calculating the PILOT were accurate. The Parties hereby agree that, if the actual cost of construction of the project exceeds 20% of the previously-provided estimates, not inclusive of cost increases that are attributable to tariffs or the inflationary environment that arose since the previously-provided estimates were shared, the City shall have the right to (1) negotiate an amendment to the PILOT rate to reflect the updated cost information and re-submit the Agreement to the City Council for approval; or (2) if the Parties cannot reach a revised Agreement after good

faith negotiations, the City may terminate the Agreement with written notice to LSE, at which point the project shall become taxable under RSA 72.

On or before March 31, each year, LSE shall present to the City a statement, to be delivered pursuant to the notice provision of this Agreement, certifying the information hereinafter set forth together with the payment of the amount of the PILOT due for the previous calendar year.

If any portion of the Annual Payment is not remitted by March 31st, interest shall accrue on the Annual Payment due at the rate of 8% per annum beginning on April 1st to the date of payment if before the date of lien; if the unpaid Annual Payment becomes a vested lien, the interest rate will increase to the statutory 14% per annum in addition to any statutory fees incurred under RSA Chapter 80, or other applicable law, if the City is required to exercise any rights or remedies to collect the payment, as if it was a tax, provided by law under RSA Chapter 80 or other applicable law.

VI. IMPROVEMENTS OR ADDITIONS, REMOVALS

If LSE makes any capital improvements or adds any equipment or personal property to the Property (such improvements, equipment, or personal and real property (collectively, "Personal Property")), other than as part of LSE's efforts to repair or maintain the Project, the Annual Payment shall be increased based upon the ad valorem assessment of the Personal Property. If at any time LSE permanently removes Personal Property from the Leased Property other than from the Project, the Annual Payments will be decreased if such removal reduces the value of the Leased Property, based upon the ad valorem assessment of the Personal Property. In the event that, after the date of this Agreement, Personal Property is permanently added to or removed from the Leased Property in any calendar tax year other than as part of LSE's efforts to repair or maintain the Project, such Personal Property, together with the proposed value of each item of such Personal Property, shall be separately and conspicuously identified as "new" or "removed" in the Annual Inventory Update to be provided by LSE annually as provided in Paragraph VIII.

VII. CHANGES IN USE OF LEASED PROPERTY

In the event that the Project is no longer used to generate and sell electricity and RECs, this Agreement shall terminate. In addition, this Agreement shall co-terminate with the Ground Lease.

VIII. INVENTORY

Attached to this Agreement as Exhibit C is a preliminary, itemized inventory prepared by LSE (the "Inventory") of the Personal Property that is anticipated to be incorporated into, and thus to constitute, the Project, together with fair market values for each item of Personal Property, along with the estimated annual production of electricity, in kilowatt-hours, to be generated by the Project. The Parties understand and agree that the Annual Payments were determined using and relying upon the Inventory.

Within ninety (90) days after the Commercial Operation Date, LSE shall notify the City Assessing Office in writing that the installation is complete, and shall certify the as built AC nameplate capacity of the Project, and shall deliver an updated Inventory. Failure to provide such written notice shall constitute a material breach of this Agreement. Within thirty (30) days after the City's receipt of such notification, the Parties will agree on a mutually acceptable update of the Inventory based upon the Personal Property actually incorporated into the Project. In the event the Parties are unable so to agree within thirty (30) days, the City shall, in its reasonable discretion (subject to applicable due process law), determine the Inventory, or use the preliminary Inventory and assess taxes for such portions of the Leased Property that is not included in such Inventory, as determined in the City's reasonable discretion. LSE will update the Inventory within sixty (60) days of the addition of any equipment to the Inventory. For the avoidance of doubt, LSE shall have no obligation to update the Inventory for the replacement or maintenance of existing equipment.

IX. PAYMENT COLLECTION

All rights and remedies available to the City for the collection of taxes shall apply to the Annual Payments hereunder, including, but not limited to, the rights and remedies provided in RSA chapter 80, and any other applicable laws and all other such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. Moreover, the provisions of the General Laws, including but not limited to RSA 80 and any other applicable law will govern the establishment of liens and the collection of the Annual Payments as though said payments were real property taxes due and payable to the City. LSE shall pay the applicable interest on late payments per annum as set forth in RSA chapter 80, for late payments of taxes or assessments. In addition to, and not in limitation and not a waiver of, any other rights and remedies available to the City, in the event LSE fails to make any payments required under this Agreement, and/or to the extent the City and LSE are unable to agree to any increases to Annual Payments for additional capital improvements or personal property as set forth in Paragraph VII, the City may, at its sole election, assess taxes for that portion of the Leased Property to which such payments or increases are deemed to relate, as determined by the City's Assessor.

X. ASSIGNMENT

LSE shall not assign this Agreement in whole or in part without the advance written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, except that LSE may collaterally assign the Agreement to any one or more parties providing financing for construction with advance written notice to the City. LSE may also assign this Agreement to an affiliate, subsidiary, related entity, or to its successor (whether as the result of a merger or otherwise) with a 30 day notice to the City, and without the need for the City's consent, provided that such assignee agrees to assume the liabilities pursuant to this Agreement.

XI. NOTICES

All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of

delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: **City**
City of Concord
Office of the City Manager
41 Green Street
Concord, NH 03301
citymanager@concordnh.gov
Phone: (603) 225-8570

Assessing Office
City of Concord Assessing Office
41 Green Street
Concord, NH 03301
assessing@concordnh.gov
Phone: (603) 225-8550
Fax: (603)-225-8534

To: **LSE Ursa Minor LLC**
c/o Lodestar Energy LLC
18 North Main Street
West Hartford, CT 06107
Attn: General Counsel
alegrant@lodestarenergy.com

LSE URSA Minor LLC
c/o Lodestar Energy LLC
18 North Main Street
West Hartford, CT 06107
Attn: Finance Department

BCM Environmental & Land Law, PLLC
3 Maple Street
Concord, NH 03301
Attn: Amy Manzelli, Esq.
manzelli@nhlandlaw.com

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

XII. APPLICABLE LAW

This Agreement will be made and interpreted in accordance with the laws of the State of New Hampshire and the Ordinances of the City of Concord, New Hampshire without regard to the

law of “conflicts of laws.” The Parties each consent to the jurisdiction of the applicable New Hampshire courts or other applicable agencies of the State of New Hampshire regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for any action brought hereunder shall be the Merrimack County Superior Court in Merrimack County. LSE agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph XI (Notices).

XIII. FORCE MAJEURE

The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as “Force Majeure.” As used herein, Force Majeure includes, without limitation, the following events:

- A. Acts of God including floods, winds, storms, earthquake, fire, or other natural calamity;
- B. Acts of War or other civil insurrection or terrorism; or
- C. Taking by eminent domain by any governmental entity of all or a portion of the Leased Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Leased Property or Project that renders the Leased Property or Project unusable for the customary purpose of the production of electricity for a period of more than thirty (30) days, then LSE may, at its election, notify the City of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Leased Property or Project so damaged or destroyed or taken. If LSE elects not to rebuild, it may terminate the Agreement upon thirty (30) days written notice, and the Project will thereafter be assessed and taxed as if this Agreement does not exist. Notwithstanding the foregoing or any Force Majeure event, LSE shall continue to make all payments required under this Agreement without abatement or reduction unless and until this Agreement is terminated.

XIV. COVENANTS, REPRESENTATIONS AND WARRANTIES

- A. During the term of the Agreement, LSE will not do any of the following:
 - 1. Convey by sale, lease, or otherwise any interest in the Leased Property or Project to any tax-exempt entity or organization, including without limitation a charitable organization pursuant to RSA 72;
 - 2. Fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement;
 - 3. Seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement, and LSE hereby waives, during the full term of this Agreement, any rights it may have otherwise had to seek such an abatement or reduction. For the sake of clarity, LSE may contest any taxes assessed against the real property which are not captured in this Agreement; or

4. Seek to amend or terminate this Agreement on account of the enactment of any law or regulation or a change in any existing law or regulation the intent or effect of which is to fix or limit in any way the method for calculating payments-in-lieu-of-taxes for renewable energy facilities.

B. LSE represents and warrants that:

1. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the New Hampshire Secretary of State, and has full power and authority to continue its business as it is now being conducted.
2. This Agreement constitutes the legal, valid, and binding obligation of LSE enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
3. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
4. The person executing this Agreement on behalf of LSE has the full power and authority to bind it to each and every provision of this Agreement.
5. The Project is a "renewable generation facility" as those terms are used and defined in RSA 72:73.
6. LSE does not qualify for a manufacturing classification exemption pursuant to New Hampshire law or other applicable law.
7. The documents and information furnished by LSE to the City in connection with this Agreement, including but not limited to the Inventory and any update thereto, is, true, accurate and complete in all material respects.
8. The performance of LSE's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which LSE is a party or to which LSE is otherwise bound.

C. City represents and warrants that:

1. This Agreement constitutes the legal, valid, and binding obligation of the City enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
2. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
3. The person executing this Agreement on behalf of the City has the full power and authority to bind it to each and every provision of this Agreement.
4. The City will not tax LSE's equipment relating to this Project beyond the agreed upon PILOT rate subject to the terms and conditions in this Agreement. This Agreement is not intended to address the real property on which the Project sits, or personal property that has not been identified in the Inventory for the Project, which shall remain subject to taxation subject to all applicable laws, regulations and ordinances.

XV. TERMINATION BY CITY

Notwithstanding anything to the contrary in this Agreement, the City may terminate this Agreement on thirty (30) days prior written notice to LSE if:

- A. LSE fails to make timely payments required under this Agreement, unless such payment is received by the City within thirty (30) days of the due date, provided, however, that the City may nonetheless terminate this Agreement if such failure occurs more than three (3) times in any of the five (5) year terms under this Agreement, even if each such failure is cured within the thirty (30) day notice period;
- B. LSE has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent, which filing is not removed or insolvency is not cured within thirty (30) days of such event; provided however, if LSE is otherwise in compliance with this agreement, the City may not terminate this Agreement until the occurrence of a payment default;
- C. LSE otherwise materially breaches this Agreement, unless such breach is cured within the thirty (30) day notice period, including payment to the City of any damages arising from such breach, provided, however, that the City may nonetheless terminate this Agreement if LSE materially breaches this Agreement more than three (3) times in any of the five (5) years terms under this Agreement, even if each such breach is cured within the thirty (30) day notice period, in each case provided that City has notified LSE of each such breach in accordance with this Agreement; and/or
- D. LSE's representations set forth in Paragraph XIV were untrue, inaccurate, or incomplete in material respects at the time they were made.
- E. Should the City terminate this Agreement pursuant to the provisions of this paragraph, all taxes owed for the current year which would have been due as of March 31st will become immediately due within 10 days of the termination date.

XVI. ENTIRE AGREEMENT

The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third-party beneficiaries to this Agreement.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

CITY OF CONCORD

LSE URSA MINOR LLC

By: Lodestar Energy LLC, Its Manager

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Leased Property

The Lease Area shall be finalized upon receipt of all required permits and shall include no less than thirty-six and one half (36.5) acres along with access to a public right of way for both vehicular traffic and utilities, to be mutually agreed upon between Landlord and Tenant, and shall be a portion of a certain tract of land known as Tax Map 49Z, Lot 2, located on 67 W Portsmouth Street, Concord, Merrimack County, NH 03301, as more particularly bound and described as follows:

Beginning at a stone bound in the Southwesterly line of Pecker Street, at the corner of land now or formerly of LaRochelle and land now or formerly of Frank E. Fairfield; thence in the said Southwesterly line of Pecker Street S 39° 12' E, a distance of one thousand fifty and nine-tenths (1,050.9) feet to a stone bound; thence continuing in the said Southwesterly line of Pecker Street, 45° 58' E, a distance of two hundred fifty-two and two-tenths (252.2) feet to a stone bound, at the corner of land now or formerly of the said LaRochelle and now or formerly of Ross Cate; thence in the division line of lands now or formerly of the said LaRochelle and the said Cate, S 30° 04' W, a distance of one thousand eight hundred fifty-five (1,855) feet to the Merrimack River; thence up the said river two thousand four hundred forty-five (2,445) feet more or less, to the division line of lands now or formerly of the said LaRochelle and the aforesaid Fairfield; thence in the said division line of lands now or formerly of said LaRochelle and the said Fairfield, N 54° 19' E, a distance of one thousand ninety-eight (1,098) feet to the point of beginning. Containing 69.43 acres more or less.

EXHIBIT B
Annual Payments

Tax Year	Valuation (After Discount and Depreciation)	PILOT Tax Rate With Annual Escalation	Annual Payment
Year 1	\$3,006,179	\$0.02769	\$83,241
Year 2	\$2,863,781	\$0.02845	\$81,479
Year 3	\$2,721,383	\$0.02923	\$79,557
Year 4	\$2,578,985	\$0.03004	\$77,467
Year 5	\$2,436,587	\$0.03086	\$75,202
Year 6	\$2,294,189	\$0.03171	\$72,755
Year 7	\$2,151,791	\$0.03258	\$70,115
Year 8	\$2,009,393	\$0.03348	\$67,276
Year 9	\$1,866,995	\$0.03440	\$64,227
Year 10	\$1,724,597	\$0.03535	\$60,960
Year 11	\$1,582,199	\$0.03632	\$57,465
Year 12	\$1,439,801	\$0.03732	\$53,731
Year 13	\$1,297,403	\$0.03834	\$49,748
Year 14	\$1,155,005	\$0.03940	\$45,506
Year 15	\$1,012,607	\$0.04048	\$40,993
Year 16	\$870,209	\$0.04160	\$36,197
Year 17	\$727,811	\$0.04274	\$31,106
Year 18	\$585,413	\$0.04392	\$25,708
Year 19	\$443,015	\$0.04512	\$19,990
Year 20	\$300,618	\$0.04636	\$13,938
Average	\$1,653,398		\$55,333
Total			\$1,106,664

Exhibit C
Inventory

CONFIDENTIAL