

SURFACE LEASE AGREEMENT

THIS SURFACE LEASE AGREEMENT (this "**Agreement**"), is made this 10th day of April, 2025 ("Effective Date"), by and between Columbia Gas Transmission, LLC, a Delaware limited liability company, whose address is 700 Louisiana Street, Suite 700, Houston, Texas 77002 (the "**Lessor**"), and Amelia AD1, LLC, whose address is 133 Boston Post Road, Building 15, Floor 2, Weston, MA 02493 (the "**Lessee**"). Lessor and Lessee are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Lessor, through merger and acquisition, is the present owner of certain real property being described in that certain Deed, dated May 22, 1990, from John H. Robertson and Annie E. Robertson to COMMONWEALTH NATURAL GAS CORPORATION recorded in the County Clerk's Office for Louisa County, Virginia in Deed Book 382, Page 4, with property tax parcel identification number 1521631946 (37-44) being more particularly described in Exhibit A attached hereto (the "**Property**"); and

WHEREAS, Lessee is building a truck off-loading station (the "**Project**") on or near the Property pursuant to a Facilities Agreement, by and between the Parties, dated March 5, 2024, as amended by the First Amendment to the Facilities Agreement, dated August 5, 2024 (collectively, the "**Facilities Agreement**") and desires a staging area to store construction equipment and supplies, place a construction trailer, and otherwise enjoy all other uses which are in support of or related to the construction of the Project or the Facilities Agreement, including (without limitation) storing machinery, equipment, appliances, and other personal property, installing temporary construction offices and related vehicle and equipment parking, up to 10,000 square feet for the construction of permanent facilities, and other related or incidental purposes, including ingress and egress to the Premises (as defined below), and the right to erect, maintain and remove a fence around the Premises or any part thereof (the "**Permitted Use**").

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Description of Premises and Grant of Lease.** The leased premises is the highlighted area consisting of .5 acres, more or less, as shown on Exhibit B attached hereto and incorporated herein (the "**Premises**"). Lessor hereby grants to Lessee a lease to use the Premises for the Permitted Use for a period of twenty (20) years beginning on April 11, 2025 (the "**Primary Term**"). This Agreement shall automatically renew for an extended term of five (5) years if not terminated in writing by either party within thirty (30) days of the expiration date. This Agreement shall be renewable for up to two successive five (5) year extended terms.

2. **Payments.** Upon the execution hereof, Lessee has paid to Lessor the sum of one thousand dollars (\$1,000.00), which Lessor has accepted both as the full rental for the Primary Term for the Premises, and also as full liquidated damages for any and all claims, costs, and damages which Lessor may at any time hereafter sustain in any way by reason of the use made by Lessee of the Premises. Lessee shall pay to Lessor the sum of five hundred dollars (\$500) for each extended term. Acceptance of said sum by Lessor is an express waiver of any claims and causes of action for damages sustained by or arising out of Lessee's use of the Premises. The payments specified in this Section 2 shall be the sole remuneration paid by Lessee to Lessor for renting the Premises in accordance with this Lease.

3. **Indemnity.** Lessee agrees to indemnify and hold harmless Lessor and its affiliates, subsidiaries, successors and assigns from, against and in respect of any and all liability, claims, damages, costs and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property of Lessor, its employees, agents, contractors, and subcontractors and any and all Claims

of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Lessee, its employees, agents, contractors, and subcontractors in connection with the exercise of Lessee's rights under this Agreement. Lessor agrees to indemnify and hold harmless Lessee and its affiliates, subsidiaries, successors and assigns from, against and in respect of any and all Claims arising from personal injury or death or damage to property of Lessee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Lessor or Lessor's invitees or licensees. Further, Lessor agrees to indemnify and hold harmless Lessee and its affiliates, subsidiaries, successors and assigns from, against and in respect of any and all Claims arising from any environmental condition on or under Premises or Property, including, without limitation, any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that existed on or before the Effective Date.

4. **Access.** Lessee shall be permitted to construct and maintain an asphalt road over and across the Property and the Premises, sufficient to allow trucking access for the Project during the Primary Term and any extended terms ("Access Road"). Lessee shall ensure the Access Road is kept in good condition and shall keep the Access Road free of trash, mud and debris at all times. Lessee shall repair any damage to the Access Road and/or the Premises which may result from Lessee, its contractors, subcontractors, employees, agents, guests or invitees' actions or inactions hereunder at its sole cost, risk, liability and expense. Lessee shall not encumber the Premises or the Property with any mechanic's liens or other liens and shall cause any such liens to be immediately released at the sole expense of Lessee.

5. **Restoration.** Upon expiration of the Primary Term or any extension thereof, or at such time as Lessee no longer requires the use of the Premises for the purposes set forth herein, Lessee shall remove all personal property stored upon the Premises and shall restore the surface of the Premises as near as practicable to its condition immediately prior to Lessee's use.

6. **Non-Interference and Quiet Enjoyment.** Lessor shall not in any way interfere with, or prevent, Lessee's use of the Premises and shall not permit use of the Property or lands of Lessor adjacent to the Property by other Lessees that may cause interference with or prevent Lessee's use of the Premises. Lessee shall be entitled to the quiet enjoyment of the Premises without interference of Lessor.

7. **Additional Rights.** In addition to the rights granted herein, should restoration be required on Lessor's property outside the Premises, Lessee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Lessee shall pay Lessor the market rate to rent such property utilized during restoration.

8. **Further Assurances.** Lessor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Lessee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Lessee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. In the event Lessor intends to sell or transfer the Property prior to the termination of this Agreement, Lessor shall make any such transaction subject to this Agreement. Lessor agrees that Lessee shall have the right, but not the obligation, to record this Agreement at Lessee's sole cost and expense. Lessee shall be permitted to sublet or assign any or all of its rights under this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

11. **Default.** Neither Party shall be deemed to be in default under this Agreement until the other Party has given written notice of any such default and the Party alleged to be in default has failed to cure the same within thirty (30) days after such notice.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

14. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

16. **Cumulative Rights.** All rights and remedies of the Parties hereunder shall be cumulative and shall not exclude any other rights or remedies allowed by law. No delay or omission by any Party to exercise its rights accruing upon any noncompliance or failure of performance by any Party shall impair any such right or be construed to be a waiver thereof. A waiver by any Party hereto of any of the covenants, conditions or agreements to be performed by any other Party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

LESSOR:

Columbia Gas Transmission, LLC,
a Delaware limited liability company

By: Cedric Kline
Name: Cedric Kline
Title: Land Representative

By: William Pearson
By: William Pearson (Apr 15, 2025 19:46 EDT)
Name: William Pearson
Title: Operations Manager

LESSEE:

Amelia AD1, LLC

By: Victoria Lepore
Name: Victoria Lepore
Title: Authorized Person

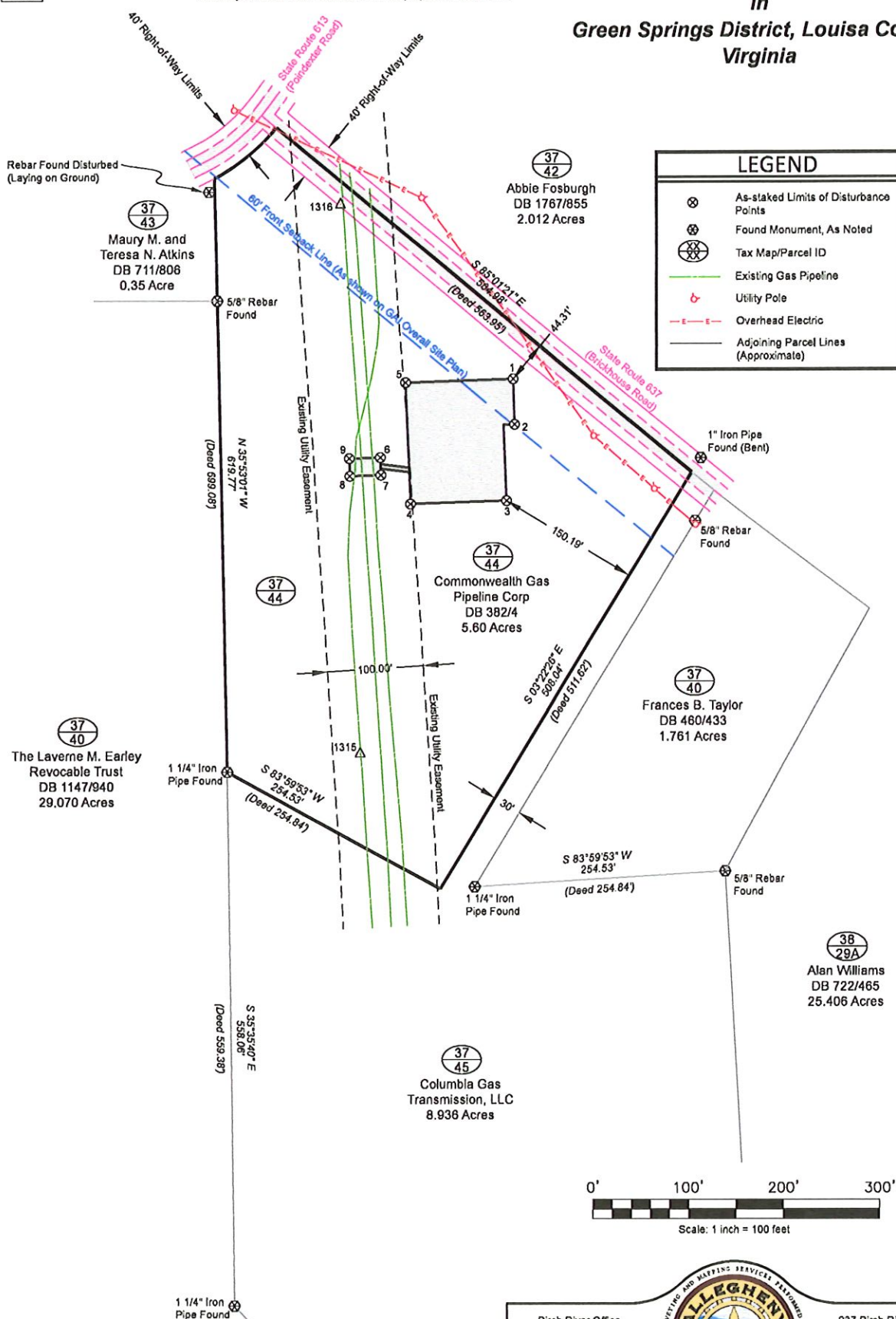
EXHIBIT A
LESSOR'S PROPERTY



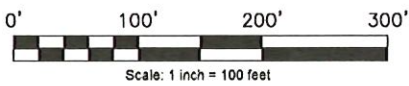
Notes:
A. This survey is oriented to Grid North and was performed on the Virginia Coordinate System of 1983, South Zone.
B. This survey is not a boundary survey. This Exhibit Map shows the location of the as-staked proposed limits of disturbance points as they relate to the 5.60 acre tract previously surveyed by James M. Bell, Jr. and shown on a plat dated 13 February 1968 and recorded in the Office of the Clerk of Louisa County, Virginia in Deed Book 275 at page 406. The plotted lines of the 5.60 acre tract shown hereon were aligned with boundary evidence found in the field for the purpose of this exhibit.

Exhibit Map
for
Holland Engineering Inc.
Brickhouse POR Survey
in
Green Springs District, Louisa County
Virginia

Note A



LEGEND	
	As-staked Limits of Disturbance Points
	Found Monument, As Noted
	Tax Map/Parcel ID
	Existing Gas Pipeline
	Utility Pole
	Overhead Electric
	Adjoining Parcel Lines (Approximate)



State Plane Coordinate Listing VA Coordinate System of 1983, South Zone			
Point ID	Northing	Easting	Elev.
△ 1315	N. 3,691,038.26	E. 11,589,498.68	394.60'
△ 1316	N. 3,691,498.23	E. 11,589,155.91	392.55'

Birch River Office
Phone: (304) 649-8606
Fax: (304) 649-8608

PARTY CHIEF: Gary Johnson, PS
RESEARCH: N/A
SURVEYED: March, 3, 2025
FIELD CREW: Bob Cunningham

237 Birch River Road
Birch River, WV 26810
www.allegHENYsurveys.com

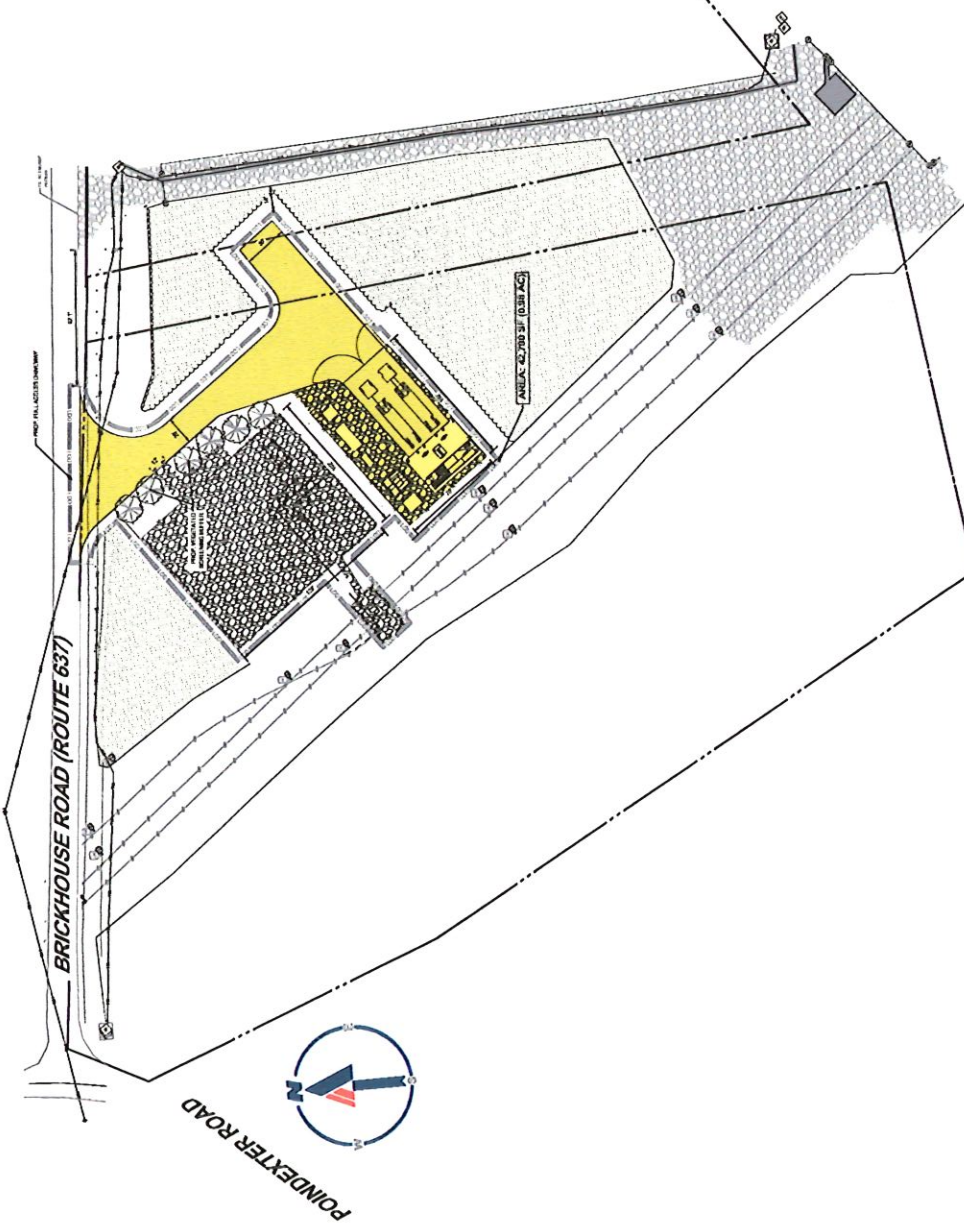
DRAWING NO. 40VA25 Exhibit
PROJECT NO. 40-VA-25
PREPARED: March 28, 2025
DRAWN BY: Scott Brown

Sheet 1 of 1

EXHIBIT B
THE PREMISES



ZONING TABLE			
SHE: JULY 1996 PAGE 0408			
APPLICANT/OWNER INFORMATION			
APPLICANT	JOE TAYLOR		
OWNER	JOE TAYLOR		
PROPERTY ADDRESS	4010 1/2 N. 3RD STREET, ARLANDS		
PROPERTY OWNER	JOE TAYLOR		
PROPERTY OWNER	1010 1/2 N. 3RD STREET, ARLANDS		
PROPERTY OWNER	3010 1/2 N. 3RD STREET, ARLANDS		
BULK REQUIREMENTS			
TYPE	PERMITTED	EXISTING	PROPOSED
MIN. YARD SET BACKS			
FRONT YARD	40'	40'	40'
REAR YARD	30'	30'	30'
SIDE YARD	30'	30'	30'
MIN. LOT AREA	10,000	10,000	10,000
MIN. LOT WIDTH	30'	30'	30'
MIN. LOT DEPTH	100'	100'	100'



LEASE AGREEMENT LEGEND:

HATCH LEGEND:

EX. TREES/VEGETATION TO REMAIN

GRAVEL

ASPHALT











Surface Lease Agreement_Vanguard Renewables_2.6.2025_DD- UPDATE 3-19-25.docx

Final Audit Report

2025-04-11

Created:	2025-04-11
By:	Darya Rafizadeh (drafizadeh@vanguardrenewables.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALDpJYNpfH_9R8KNLbOWJFzn-jlLpLZu4

"Surface Lease Agreement_Vanguard Renewables_2.6.2025_DD- UPDATE 3-19-25.docx" History

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2025-04-11 - 8:02:20 PM GMT
-  Email viewed by Victoria Lepore (vlepore@vanguardrenewables.com)
2025-04-11 - 8:02:51 PM GMT
-  Document e-signed by Victoria Lepore (vlepore@vanguardrenewables.com)
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-  Document emailed to Cedric Kline (cedric_kline@tcenergy.com) for signature
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-  Email viewed by Cedric Kline (cedric_kline@tcenergy.com)
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-  Document e-signed by Cedric Kline (cedric_kline@tcenergy.com)
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-  Agreement completed.
2025-04-11 - 8:34:05 PM GMT






Surface Lease Agreement_Vanguard Renewables_2.6.2025_DD- UPDATE 3-19-25

Final Audit Report

2025-04-15

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By:	Darya Rafizadeh (drafizadeh@vanguardrenewables.com)
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