GenConn Energy LLC **Witness: Devang Patel, Legal Counsel**

Docket No. 26-06-02

Date Submitted: October 19, 2026

LFE-006 Q:

Provide leases for both entities and narrative of change of ownership and narrative discussing leases. (Requested of GenConn)

LFE-006 A:

The leases requested are legal documents and interpretation of the provisions therein require a legal opinion. However, to facilitate the objectives of this proceeding reviewing the computation of the Company's annual revenue requirement, the Company provides the following response in coordination with PURA's request. In doing so, the Company does not intend to provide a legal interpretation and objects to any use of this answer as a legal proposition. With that caveat, the Company's response is as follows:

Please refer to LFE-006 Attachment 1 for the requested information. The lease between Devon Power LLC as Landlord and GenConn Devon LLC as tenant is provided in LFE-006 Attachment 1 at pages 1 through 57. The lease between Middletown Power LLC as Landlord and GenConn Middletown LLC as tenant is provided in LFE-006 Attachment 1 at pages 58 through 115. Both Devon Power LLC and Middletown Power LLC are registered with the State of Connecticut. As indicated in Section 21, the terms of the leases inure to the benefit of and are binding on the respective successors of the parties to the leases.

Section 21 of each lease agreement provides that:

> at termination or expiration, Tenant shall remove all of its above grade and below grade fixtures, equipment, structures and all other above grade and below grade facilities and appurtenances from the Premises and the Ancillary Easement Areas, including, without limitation, all Chillers, Transformers, Generator Turbines, Protection and Control Devices, SCRs (Selective Catalytic Reactors), Emissions Stacks, Unit 15-18 Power Control Modules, and all concrete equipment pads, provided, however, Tenant shall not (and shall have no obligation to) remove the Dike (as defined in Section 10.2) or the concrete pilings installed by Tenant on the Premises (collectively, the "Converted Ownership Property") and the Converted Ownership Property shall, upon termination or expiration of this Lease, become the property of Landlord in consideration of One Dollar ($1.00). Tenant shall repair any material damage to the Entire Site caused by such removal. If Tenant fails to so remove its facilities pursuant to the terms of this Section 21 and/or fails to repair the areas of the Entire Site which were damaged by Tenant, if any, Landlord may so remove and/or repair and Tenant shall be obligated to pay Landlord its reasonably and actually incurred third party out-of-pocket costs of such removal and repair, less any sums realized by

> Landlord in disposing of such property, provided however, Landlord shall exercise all commercially reasonable efforts to maximize the value of such disposed property. Notwithstanding the foregoing, to the extent that, pursuant to the Consent Agreement, Tenant is obligated to abandon in place certain facilities within certain Ancillary Easement Areas, Landlord acknowledges and agrees that Tenant may so abandon (rather than remove) such facilities. Tenant's obligation under this Section 21 shall survive expiration or termination of the Lease Term.

Consistent with these requirements, as indicated in the Company's responses to Interrogatories RRU-031, RRU-033, RRU-038, and RRU-039, the Company is obligated to incur the ARO in order to appropriately account for the obligation to restore the sites consistent with the leases.

With respect to extension options, conditions and requirements, please refer to Section 39 of each plants lease agreement (beginning on page 37 for GenConn Devon and page 95 for GenConn Middletown). Both lease agreements provide for two "Renewal Options" for up to 10 years each following notice periods. Section 39.1 states that the Renewal Term shall be subject to all of the same terms and conditions contained in the lease, except that the rent shall be updated consistent with Sections 39.2, 39.3, 39.4, and 39.5. There is no further option to extend the leases beyond the second renewal term, except by mutual agreement of the parties. Should PURA exercise the option to extend the CfD as discussed in the Company's response to LFE-003, the Company would expect updated rents to be incorporated into the necessary updated cost-of-service plan.