

## Solar Energy System Letter of Intent

This Letter of Intent (“LOI”) is made as of 9/12/2023 (the “Effective Date”), by and between **Greenleaf Energy Solutions, LLC**, a Connecticut limited liability company (“GES”), with its principal place of business at 119 Hawley Road, Oxford, CT 06478, and **The Town of New Fairfield** (“Customer”), with its principal place of business at **15 North Granby Road, Granby, CT 06035**, (hereinafter referred to individually as a “Party” and collectively as the “Parties”).

GES provides, energy engineering, efficiency, and solar energy facility development services, and the Customer is the owner of certain real properties located at:

- **33 Bigelow Road, New Fairfield, CT 06812**

(the “Site”), is a distribution customer of **Eversource** (the “Utility”), and desires that GES design, construct and install a solar generating facility on the Site.

The Parties agree as follows:

1. Energy and Solar Feasibility Study: (The “ESFS”) The Parties intend to explore the feasibility, through Energy and Solar Feasibility Study provided by GES for the Proposed Transaction. The ESFS provides a reasonably detailed scope of solar services, including solar array size, design, engineering, including ancillary equipment, metering, necessary interconnections, applications, and permitting necessary as conceptualized in Appendix A.

2. Funding: In conjunction with the internal ESFS, Customer and GES shall work to determine appropriate funding for the project as a purchase, lease, power purchase agreement, or C-PACE financing. GES will provide documentation and analysis for funding options and help facilitate any third-party negotiations.

3. Performance Bond: A performance bond will be required with submission of the application to the utility tariff program. The sum is required from the customer for the performance bond prior to GES’s submission of the Tariff application. This performance bond is refunded if the project is not selected, the project is not able to interconnect or once the project is completed. The cost of the performance bond is based on the system size at \$25.00 per kilowatt AC.

Project Total System Size (kW AC): 2,000  
Estimated Performance Bond Amount: \$50,000.00  
Customer Responsible for: \$50,000.00

4. Definitive Agreements: Following receipt of the Tariff Award and prior to further validation of the ESFS and securing a solar funding solution, the Parties agree to execute definitive agreements that will govern the Proposed Transaction and will contain those terms customary for a transaction of this type (the “Definitive Agreements”). The Definitive Agreements will supersede this LOI.

5. Exclusivity & Site Control: Until the earlier of eighteen (18) months from the Effective Date and the execution of the Definitive Agreements, Customer will not, and will not cause or permit any of its representatives to, (i) solicit, encourage or initiate proposals, inquiries or offers from, participate in

negotiations with, or provide any material information to, any person (other than GES or its representatives or any government entities concerning the Proposed Transaction) concerning a solar energy project at the Site; or (ii) enter into any transaction with any person other than GES concerning the design, development, and operation of a solar energy project at the Site. The Parties acknowledge and agree that, before executing this LOI and during the term of this LOI, GES has and will incur expenses to develop, produce and provide the ESFS. GES respectfully requests a development fee of \$15,000.00.

6. Utility: Notwithstanding the above, the Parties acknowledge that their desire to pursue the Proposed Transaction as contemplated under this LOI is dependent upon approval by the Utility. Upon notification of Tariff program acceptance, a performance bond is due to secure the winning tariff bid. This performance bond is required within 14 days of notification and is refunded to the customer after the completion of the project. If the Proposed Transaction is not approved by the Utility for whatever reason, GES and the Customer shall have no liability.

7. Confidentiality: All information concerning each Party, the Site, and the Proposed Transaction is designated as proprietary and disclosed in confidence to the other Party during the term of this LOI, and the receiving party shall not publish or otherwise disclose it to any other entity without the prior written approval of the disclosing party. The ESFS and the information contained therein is the confidential information of GES.

8. Intellectual Property: All intellectual property prepared and created pursuant to this LOI or in the ESFS shall remain the property of GES unless otherwise agreed in the Definitive Agreements. GES shall retain the copyright of all documents prepared by it as well as ownership of any know-how, trade secrets, inventions, processes, and any other intellectual property communicated to Customer; provided, however, that, subject to due observance of any confidentiality obligations to which Customer may be subject, Customer shall be entitled to use the same, and GES hereby grants Customer a limited license to use the same, for the Proposed Transaction so long as the LOI is in effect and Customer is not in default under these terms.

9. Costs: Other than as set forth herein or in the Definitive Agreements, each Party shall be responsible for and bear all of its costs and expenses incurred in connection with the Proposed Transaction. Each Party shall indemnify the other Party against any third-party claim for payment of any finder's fee, commission, or other compensation with respect thereto.

10. Consents: Each Party agrees to seek to obtain all necessary consents and approvals, including those from governmental agencies or authorities, utilities, lenders, landlords, customers, and other third parties and to endeavor to comply with all legal or contractual requirements, for the Proposed Transaction.

11. Legal Effect of LOI: The Parties understand that except as expressly set forth herein, this LOI constitutes a non-binding statement of GES proposal with respect to the Proposed Transaction and does not contain all matters upon which agreement would need to be reached in order for the Proposed Transaction to be consummated, and therefore does not constitute a binding commitment or agreement.

Any representation to the contrary shall be void. The following sections of this LOI are binding upon the Parties: Exclusivity; Confidentiality; Intellectual Property; and Governing Law.

12. Governing Law: This LOI shall be governed by, and construed in accordance with, the internal laws of the State of Connecticut without regard to principles of conflicts of law and shall supersede any and all prior agreements between the Parties hereto with regard to the subject matter herein. No change, modification, alteration, or addition to any provision of this LOI shall be binding unless in writing and signed by an authorized representative of each of the Parties hereto.

13. Counterparts: This LOI may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their authorized representatives as of the date first set forth above.

Customer

Greenleaf Energy Solutions, LLC



\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name: Kevin Siebrecht

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: 9/12/2023

## Appendix A

