# LETTER OF INTENT

March 7, 2024

The Honorable Bernie Dennler First Selectman

127 Norwich Avenue

Colchester, CT 06415 selectman@colchesterct.gov

# Re: Renewable Energy Projects on Colchester-Owned Properties

Dear First Selectman Dennler:

Silver Brook Solar, LLC (“Silver Brook”) is pleased to provide this non-binding Letter of Intent (“LOI") regarding the potential to enter into definitive agreements with Silver Brook to develop a renewable energy project as described below. This LOI is an expression of our mutual interest in entering into such definitive agreements based on the terms outlined below but subject to each party’s sole discretion.

This LOI is entered into by Silver Brook, a limited liability company formed under the laws of the State of Connecticut with its principal place of business at 486 Fitch Hill Road, Uncasville, Connecticut and the Town of Colchester, a Connecticut municipality (“Colchester” or" Town”).

This LOI sets forth the understanding of the Parties as follows:

1. The Project: A solar facility consisting of approximately 4.999 MW(AC)/6.993 MW(DC) as described in and consistent with the February 15, 2024 presentation to Colchester Board of Selectmen (“Proposed Project” or “Project”).
2. The Property: Portions of the following locations: 89 Old Amston Road (Parcel ID: 06-06/041-000), Colchester, Connecticut; 0 Old Amston Road (Parcel ID: 06-06/042-000), Colchester; and 0 Church Street (Map Block Lot: 09-13), Hebron, Connecticut (“Property” or “Properties”).
3. Property/Properties Owner: Town of Colchester.
4. Due Diligence/Access. During the Term or Extended Term of this LOI, Colchester will provide Silver Brook its agents and engineers, at Silver Brook’s sole cost and expense, reasonable access to the above refenced parcels in compliance with the terms of the attached Access Agreement to conduct non-invasive inspections. Sampling and testing of soils or groundwater is prohibited. Any invasive inspection of the Property shall require Seller’s prior consent, which consent will not be unreasonably withheld, delayed or conditioned. The investigation of the parcels shall be for the sole purpose of determining the feasibility of developing, constructing, owning, and operating the Projects (“Due Diligence”).
5. Definitive Agreements. Prior to the end of the Term or Extended Term, Silver Brook shall provide for the Town’s review and consideration drafts of License/Lease Agreements, Tax Agreements, and other pertinent agreements (together, the “Definitive Agreements”) that would allow Silver Brook to develop, own, and operate, agreed upon renewable energy projects. The Definitive Agreements to be negotiated are conditioned on Silver Brook determining, in its sole discretion, whether the Projects are feasible to develop, own, and operate and are financially viable ant the Town determining, in its sole discretion, the Projects are in the Town’s best interest and satisfy any legal requirements for the Town to enter into such agreements. Both parties must agree to the Definitive Agreements if they are to be executed.
6. State Clean Energy Program: Silver Brook shall, at its sole cost and expense prepare and submit a bid for the Projects into State Clean Energy Programs including, but not limited to, the Non-Residential Renewable Energy Solutions Program. The Town, at no costs to itself, will cooperate with Silver Brook in completing the Owner forms required for any such bids consistent with this LOI.
7. Term and Termination. Provided that Silver Brook submits a bid for this Project into the Non-Residential Renewable Energy Solutions Program by March 14, 2024, the length of this LOI shall be nine months (9) months; if Silver Brook fails to submit a bid into such program by the date above, then this LOI shall terminate in 30 days unless the Parties agree in writing to extend it (the “Term”). If prior to the end of the Term, Silver Brook has received an award for the Projects in a State Clean Energy Program (including, but not limited to, the Non-Residential Renewable Energy Solutions Program by the Connecticut Public Utility Regulatory Authority or the Request for Proposals from Private Developers for Energy Storage by the Connecticut Department of Energy and Environmental Protection), then Silver Brook may extend the Term of the LOI for an additional six (6) months (“Extended Term”). The parties, in each party’s sole discretion, may agree to execute the Definitive Agreements at any time before the Term or Extended Term expires.
8. Non-Circumvention. During the Term or Extended Term of this LOI, Municipality shall not enter into discussions with any potential third party or company for the Projects on the properties described herein to which the third party or company would be responsible for developing, owning, operating, constructing and/or financing the Projects.
9. Applicable Law. The parties agree that this LOI shall be governed by and construed by the law of the State of Connecticut without referencing its principles of conflicts of laws. The parties agree that the exclusive venue for any disputes related to this LOI shall be the state and federal courts located in the State of Connecticut. Each Party hereby irrevocably agrees, accepts and submits itself to the jurisdiction of the courts located in the State of Connecticut..
10. No Recording: This LOI shall not be recorded on the Land Record in the Town of Colchester and, without waiving any other remedies at law, shall be void if recorded.
11. No Consequential, Incidental or Special Damages: No Party to this Letter shall have any liability to any other Party for any losses, consequential, incidental or special damages, cost, expenses incurred by the other Party in the event negotiations among the Parties may be terminated. Except as may be provided for in the Definitive Agreement(s) to be negotiated, each Party will bear its own expenses, legal, accounting and consulting fees relating to this project, whether or not the Definitive Agreement(s) is closed.

By signing below, Silver Brook and the Town accept the terms of this LOI.

Very sincerely yours,

Erik Nelson Managing Member

Silver Brook Solar, LLC

AGREED AND ACCEPTED: TOWN OF COLCHESTER

The Honorable Bernie Dennler First Selectman

Town of Colchester

Date Signed: