

**Letter of Intent for
Solar Energy Sytem Purchase and Installation Agreement
(PowerOptions Program)
Town of Brookline, MA
SED Brookline Driscoll School**

July 10, 2025

To: Charles Carey,
Town of Brookline, MA
333 Washington St
Brookline, MA 02445

Solect Energy Development LLC (“Solect” or “Provider”) and Town of Brookline, MA (“Host”), desire to enter into a Purchase and Installation Agreement (P&I) for electricity to be produced by a solar power electric generating project to be located at 725 Washington Street, Brookline, MA 02446 and which is expected to qualify for incentives under a program or programs of the Massachusetts Department of Energy Resources, including the SMART Incentive Program. However, the Parties recognize that the Massachusetts Department of Energy Resources’ SMART Incentive Program awards incentives on a first come first served basis, and therefore, Host’s project economics are subject to the approved incentive for each Project.

This Letter of Intent (the “Letter”) is intended to formalize both Parties willingness and intent to enter into good faith negotiations to execute a P&I Agreement pursuant to which Solect will develop the Project under the PowerOptions Solar Program.

1. Project Development Activities

Solect seeks to develop, design and construct the Project presented in Attachment 1 for Host’s ownership and operation.

Host owns or is the beneficial leaseholder of the site listed in Attachment 1 and seeks to make a portion of such site available to Provider for constructing a solar powered electric generating Project. Host will allow Provider reasonable access to the site to perform pre-development and design work as described below, at no cost to Host. Provider shall, during the term of this Letter, maintain the insurance set forth in the Attachment 2 to this Letter. Provider shall enter upon the site only in the company of a representative of Host.

Solect may, at its expense, assess the suitability of Host’s premises for the Project. To do so, Solect may perform engineering, design, site or structural analysis (excluding intrusive or destructive tests or inspections without Host’s prior approval), and may submit applications for SMART incentives, and utility interconnection of the Host’s site to determine feasibility, safety, and to ensure the proper installation, maintenance, and operation of the solar system. If during the performance of such assessment, Solect discovers any conditions that in Solect’s reasonable judgment would prevent the successful completion of the Project, Solect shall promptly advise Host of the same, and if the Parties are unable to reach agreement on how to address such conditions to enable successful completion of the Project, Solect may terminate this Letter, and the Parties will have no further obligations hereunder.

2. Agreements

Subject to the conditions in this Letter, Host and Solect agree to undertake good faith negotiations to enter into a Purchase & Installation Agreement. The Parties recognize that the final Purchase & Installation Agreement price must be agreed to by both Parties. Subject to the Parties' agreement on the terms thereof and the provisions of this Letter, and to Host obtaining the necessary consents and approvals, Host and Provider will execute a Purchase & Installation Agreements as soon as reasonably practicable.

This Letter expresses the desire of both Parties to enter into negotiations to undertake and complete the Project as outlined above, and to complete all necessary documents, and processes to meet the associated timeline. If the Parties are unable to reach agreement on any adjustments to the Purchase & Installation Agreement, or other agreement to address site-specific upgrades, then this Letter shall terminate. This Letter shall be governed by Massachusetts law.

Each of Host and Solect acknowledges and agrees that this Letter neither conveys, nor constitutes any promise by Host to convey to Provider any rights to or interest in the Site, nor a promise of Solect to enter into a Purchase and Installation Agreement or any other binding transaction document, and that by signing this Letter neither party hereby represents that any approvals and consents required for execution of further agreements contemplated herein or the carrying out of the Project have been or will be procured.

This Letter shall be effective as of the date of signing and expire 365 days from said date or upon execution of the Purchase and Installation Agreement unless sooner terminated by written notice from the terminating party to the other party. At the expiration of the initial term and any successive term, this LOI shall automatically be extended for a successive term of 365 days until delivery of written termination notice.

Sincerely,

Solect Energy Development LLC

By: _____

Name: James R. Dumas

Title: CFO

ACCEPTED AND AGREED TO AS OF THE DATE SET FORTH BELOW BY AUTHORIZED
REPRESENTATIVE OF HOST

Town of Brookline, MA

By: _____

Name: [Authorized Signatory]

Title: [Title]

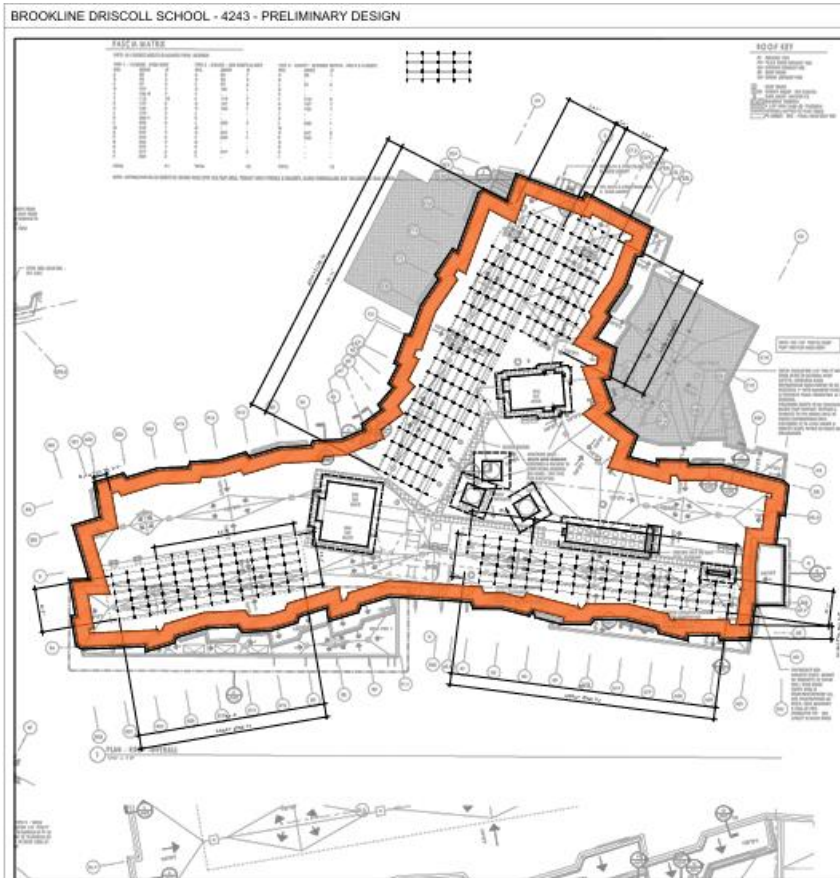
Date: _____

(signature page – Letter of Intent – Town of Brookline, MA)

ATTACHMENT 1

Project Site Information

Brookline Driscoll School – 132 kW dc



ATTACHMENT 2

Insurance Requirements

Provider will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and 1 million dollars (\$1,000,000) in the aggregate.