Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5

STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

Application for a Class I or Class II Renewable Energy Source Certification

To apply for certification as a Class I or Class II renewable energy source, the generation facility **must be currently operating and must be registered** with either the Independent System Operator of New England (ISO-NE) or the New England Power Pool Generation Information System (NEPOOL GIS**). Note: When registering a solar or fuel cell facility with NEPOOL GIS, use the complete address as the Facility Name. For example, 312 Main Street, Apt. C, New Britain, CT.**

Please Note:

- Regarding Filing Instructions, **an *electronic* copy** of the Application must be submitted via the Public Utility Regulatory Authority's (Authority) Web Filing System. To file an Application electronically, visit the Authority's website at www.ct.gov/pura. Under the Docket Services Section, click the link 'Make a Web Filing' and then click the link 'Docket Database Web Filing System'. Follow steps 1 through 3 on this page to complete the filing process. If you already have obtained a Web Filing Account proceed directly to the link 'File a New Docket Application' under Step 3. (All attachments should be clearly identified).

- All information submitted on, or attached to, the application is a public record in accordance with The Freedom of Information Act, the General Statutes of Connecticut § 1-210, except for any confidential materials filed under protective order.

- Applicants are responsible for promptly notifying the Authority of any future changes pertaining to the information contained within this application.

- **Keep a copy** of the application for your records.

- Regarding any **questions, contact Donna Devino** via email at donna.devino@ct.gov or directly at 860-827-2873.

Part I: Type of Certification

Check one:	**If an Amendment**, provide original Docket Number:
☒ **New Certification** (Complete entire application) ☐ ***Amendment to Certification** (Complete entire application)	**Docket No:** _____

*The Owner/Authorized Representative must also inform the NEPOOL GIS (www.nepoolgis.com) of any **Amendments**. Regarding an **Amendment**, describe exactly what has changed:

_____

Re: LREC, ZREC, RSIP-E, SHREC, SCEF, RRES or NRES Program:

Is the Generation Facility in the LREC/ZREC, RSIP-E, SHREC, SCEF, RRES or NRES Program? ☐ Yes ☒ No

If yes, which program? ☐ LREC ☐ ZREC ☐ RSIP-E ☐ SHREC ☐ SCEF ☐ RRES ☐ NRES

If yes, for **which** service territory? ☐ CL&P (Eversource) ☐ UI

Re: LREC/ZREC Program:

☐ If CL&P (Eversource) - **Scan and Attach** pp. 1 – 3***** from Attachment 1: "Service Agreement"
- **Scan and Attach** the "Approval to Energize" Letter

☐ If UI - **Scan and Attach** pp. 1 - 3***** from the "Standard Contract" ***NOTE:** Redact financial info.
- **Scan and Attach** the "Generator Approval" Letter

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Part II: Generation Facility Information

1. Generation Facility

Name of Facility: 600 Iranistan Ave, Bridgeport, CT 06605

(For solar or fuel cell facilities only - The "Name" must be the complete address of the Generation Facility. For example: "16 Main St., Apt. C, New Britain, CT." Also, the "Name" must be the same name that was registered with the NEPOOL GIS or ISO New England.

Location **(Complete address with number)** of Facility: 600 Iranistan Ave

City/Town: Bridgeport State: CT Zip Code: 06605

Check one: ☐ **Residential Location** ☐ **Commercial Location** ☒ **Industrial Location**

Has a different source (solar, fuel cell, etc.) been approved at this address in the past? ☐ Yes ☒ No
If yes, which source (s): _____

Scan and attach evidence of the existence of the property address and evidence of the ownership of the property (i.e., print screen of city/town assessment record).
Provide a picture of the following: (a) the generation facility, (b) the meter and (c) the generation facility in proximity to the property.

2. Owner of Generation Facility (The Generation Facility is defined as the renewable energy source)

Name: NuPower Bridgeport FC LLC

(If company name, must also provide a contact name)

Mailing Address: 51-53 S Broad St

City/Town: Ridgewood State: NJ Zip Code: 07450

Business Phone: 201-689-5987 Email: assetmanagement@scalemicrogrids.com

3. Does the Owner of the Generation Facility own the land and the building on which the Generation Facility is located? ☒ **Yes** ☐ **No If no, must complete No. 4 below.**

Scan and attach documentation demonstrating ownership (i.e., town assessment record or tax bill).

4. Property Owner of Location of Generation Facility [complete only if "No" is checked in No. 3 above]

Name: _____

(If company name, must also provide a contact name)

Mailing Address: _____

City/Town: _____ State: _____ Zip Code: _____

Business Phone: _____ Email: _____

Scan and attach documentation demonstrating ownership (i.e., town assessment record or tax bill).

Scan and attach a document that was signed by the Property Owner, showing that the Property Owner: (a) authorized the installation of a renewable energy source on his/her property and (b) acknowledges that the person/company listed in No. 5 will be receiving the RECs (if company, signature must be from a member or official listed in the documentation).

(To satisfy this request, the Property Owner can complete and sign the Affidavit in Part VI – If Owner is a Company, provide a print screen of the Secretary of State's business record or other business registration showing names of officers or members of the business).

5. Person or Company that will receive the Renewable Energy Credits (RECs)

Name: Galt Power, Inc., Elliott Simko

(If company name, must also provide a contact name)

Mailing Address: 1528 Walnut St, Fl. 21

City/Town: Philadelphia State: PA Zip Code: 19102

Business Phone: 267-238-4797 Email: rps@ces-ltd.com

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Part II: Generation Facility Information (continued)

6. Nameplate/Installed Capacity (in megawatts per AC): 9.66 MW

If in SHREC Program, also provide Nameplate/Installed Capacity (in megawatts per DC): _____

7. Commercial Operation Date: 10/10/2026
(If in the LREC/ZREC Program, date must match date on "Approval" Letter)

8. Generation Facility is:

☒ Grid-connected – provide the ISO-NE Generation Unit Asset ID No. (MSS#, IMP#): 77616

☐ Behind-the-meter – provide the NEPOOL GIS ID No. (NON#): _____

NOTE: visit www.nepoolgis.com and click on the blue "Register" button located under the "Registry Login" area. Complete only the required fields on the first page of the generator form and click the submit button at the bottom of the second page. The second page denotes RPS eligibilities and the NEPOOL GIS will update that field after the facility has been approved. When you return to your home page, you will see your newly registered generator, with a corresponding Unit ID number that begins with "NON" followed by a series of numbers.

9. Third Party Verifier (Complete only if Generation Facility is out-of-state and behind-the-meter)

Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Zip Code: _____

Business Phone: _____

*Email: _____

If Verifier has been approved by the Authority, provide the Docket No.: _____

If Verifier has not been approved by the Authority, provide the following: (1) Verifier's resume and (2) a statement describing the affiliation between the Verifier and the Generation Facility, Generation Facility's Owner and the Generation Facility's Authorized Representative.

Part III: Class I or Class II Renewable Energy Source

Class I - Check Generation Facility's fuel source(s).	**Required Documentation:**
☐ Solar Power	None
☐ Wind Power	None
☒ A Fuel Cell	None
☐ Geothermal	None
☐ Anaerobic Digestion or Other Biogas Derived from Biological Sources	1. What type of methane gas is used? (check the applicable box below) ☐ anaerobic digester produced methane gas ☐ other biogas derived from biological sources 2. Attach a detailed description of the process used to produce methane gas. 3. Is the generation unit located in the jurisdiction of ISO New England or jurisdictions able to import into the control area of ISO New England and pursuant to the NEPOOL GIS? ☐ Yes ☐ No 4. Is the generation unit located on-site where the methane gas is produced? ☐ Yes ☐ No 5. If the generation unit is not located on-site (Injected Methane Gas): a. Is the methane gas gathered, processed, and injected into a common carrier pipeline? ☐ Yes ☐ No b. Is the methane gas delivered and withdrawn from the pipeline in a manner and timing consistent with the transport of fuel between the injection and withdrawal points? ☐ Yes ☐ No

Part III: Class I or Class II Renewable Energy Source (continued)

Class I - Check Generation Facility's fuel source(s).	**Required Documentation:**
	c. Does the generator have a contracted transportation path between the methane gas injection point and the gas withdrawal point? ☐ Yes ☐ No d. Have the fuel and its renewable attributes been uniquely sold to and used by the generators? ☐ Yes ☐ No
☐ Thermal Electric Direct Energy Conversion from a Certified Class I Renewable Energy Source	Attach a detailed description.
☐ Ocean Thermal Power	Attach a detailed description.
☐ Wave or Tidal Power	Attach a detailed description.
☐ Low Emission Advanced Renewable Energy Conversion Technologies	Attach a detailed description.
☐ A Run-of-the-River Hydropower Facility **Statutory Requirements:** *Began operation after July 1, 2003, or received a new license after January 1, 2018; *Has a generating capacity of not more than sixty megawatts; *Is not based on a new dam or a dam identified as a candidate for removal; and *Meets applicable state and federal requirements.	Attach a copy of the state and federal letters confirming that the facility is not based on a new dam or a dam identified as a candidate for removal. Attach a copy of the state and federal letters confirming that the facility meets all applicable requirements, including applicable site-specific standards for water quality and fish passage. Attach a copy of the current FERC License, or exemption from FERC, requiring that the facility be operated in run-of-the-river mode. a. Provide page number demonstrating when facility first began operation: _____ b. Provide page number demonstrating that facility is required to operate in a run-of-the-river mode: _____ Attach a copy of 12-months of data demonstrating that the river inflow equals its outflow and river fluctuation levels.

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Part III: Class I or Class II Renewable Energy Source (continued)

Class I - Check Generation Facility's fuel source(s).	**Required Documentation:**
☐ Biomass Facility **Statutory Requirements:** *Has an executed agreement to provide energy to an electric distribution company, prior to October 1, 2025; *Uses sustainable biomass fuel that is "cultivated and harvested in a sustainable manner; *Has an average emission rate of equal to or less than .075 pounds of nitrogen oxides per million BTU of heat input for the previous calendar quarter; or *Has a capacity of less than five hundred kilowatts that began construction before July 1, 2003.	Attach a copy of most recent fuel plan, as filed with the state agency. Provide the facility's average emission rate per quarter: _____ Attach a copy of the facility's valid Air Permit or equivalent authorization indicating nitrogen oxides (NOx) emissions and provide page number demonstrating NOx emissions: _____ Regarding the biomass used by the facility, list each type, as well as the percentage used: _____ Did the facility receive funding from the Clean Energy Fund prior to May 1, 2006? ☐ Yes ☐ No Does the facility have an agreement to provide energy to an electric distribution company, executed prior to October 1, 2025? ☐ Yes ☐ No If yes, attach a copy of agreement.
☐ Nuclear Power Generating Facility **Statutory Requirement** *Constructed on or after October 1, 2023.	
Class II - Check Generation Facility's fuel source(s).	**Required Documentation:**
☐ Trash to Energy **Statutory Requirements:** ***Must have a CT permit**	Attach a detailed description of the facility, as well as the trash used. Attach a copy of the CT permit.

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Part IV: Generation Facility Owner Certification

The Generation Facility Owner (Page 2, Part II, No. 2) **must sign this Certification. An application shall be considered incomplete unless a signature is provided.**

I hereby certify, under pains and penalty of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all of the information submitted on this Renewable Energy Source Certification Application. I acknowledge that the Public Utilities Regulatory Authority (Authority) shall be promptly notified in the event of a change in its eligibility status (including, without limitation, the status of the air permits). If, in the Authority's opinion after due consideration, there is a material change in the characteristics of the Generation Facility or its fuel stream that could alter eligibility, an Amendment to Registration shall be submitted to the Authority. I further acknowledge that all required reports shall be maintained at the Generation Facility. I understand that the Generation Facility shall be immediately de-registered if it fails to retain such reports.

The Generation Facility meets the mandated requirements as a Class I or Class II renewable energy source as specified in this application, and shall abide by all mandated requirements, pursuant to §§ 16-1(a)(26),(27), or (45) of the General Statutes of Connecticut (Conn. Gen. Stat.).

I understand that a false statement regarding the submitted information, depending on the circumstances, may disqualify the Generation Facility and the owner/authorized representative may be subject to penalties. Additionally, the owner/authorized representative shall not in any circumstance be able to file future Connecticut Renewable Portfolio Standard Applications in the State of Connecticut. I also understand that the Generation Facility is subject to audit (physical and/or verbal) by the Authority or an entity hired by the Authority regarding generation output and renewable energy certificates (RECs).

Signed by: Kristel Watson DF470ACBB5FC419...	10/8/2026
Signature of Generation Facility Owner	Date
NuPower Bridgeport FC LLC - Kristel Watson	Head of Commercial & Industrial
Print Name of Generation Facility Owner	Title (if applicable)

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Part V: Generation Facility Owner Certification of Authorized Representative

Complete only if the Generation Facility Owner designates another person to act on his/her behalf.

"I, as Owner of the Generation Facility and under the pains and penalties of perjury, hereby certify that the person listed below is authorized to act on behalf of the generation facility in (a) executing this application for a Class I or Class II Renewable Energy Source Certification and (2) complying with all orders issued by PURA concerning the Certification. I understand that the Authorized Representative will be designated as the recipient of all correspondence relating to this Generation Facility, and that the Generation Facility's Certification may be revoked if the Authorized Representative fails to comply with PURA orders:

Authorized Representative:

Name: _____
(If company name, must also provide a **contact name**)

Mailing Address: _____

City/Town: _____ State: _____ Zip Code: _____

Business Phone: _____

Email: _____

_____
Signature of Generation Facility Owner Date

Print Name of Generation Facility Owner Title (if applicable)

Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5

BK: 11264 PG: 316
INST: 00017994

Return: Attorney Robert A. Feiner
Feiner Wolfson LLC
One Constitution Plaza, Suite 900
Hartford, Ct 06103

NOTICE OF LEASE

NOTICE OF LEASE dated this 11 day of September, 2024, by and between **720 SOUTH, LLC**, a Connecticut limited liability company, having an address at 323 North Avenue, Bridgeport, Connecticut 06604 ("Landlord") and **NuPOWER BRIDGEPORT FC LLC**, a Connecticut limited liability company, having an address at 304 Main Avenue, #366, Norwalk, Connecticut 06851 ("Tenant").

WITNESSETH:

Pursuant to Section 47-19 of the Connecticut General Statutes, NOTICE IS HEREBY GIVEN that Landlord and Tenant have entered into a Lease containing in part the following terms.

1. Parties. Landlord: **720 SOUTH, LLC**
323 North Avenue
Bridgeport, Connecticut 06604

Tenant: **NUPOWER BRIDGEPORT FC LLC**
304 Main Avenue, #366
Norwalk, Connecticut 06851

2. Execution. The Ground Lease was executed on November 8, 2023 (the "Lease") with an effective date of May 31, 2022.

3. Term. The initial term of the Lease commenced on May 31, 2022, and ends twenty (20) years after the date that the term of Tenant's Power Purchase Agreement (the "PPA") with United Illuminating begins. As of the date hereof, the term of the PPA has not yet begun. The term of the PPA is expected to begin not later than May 31, 2026. Once the Lease expiration date is established, the Landlord and Tenant will record a Commencement and Expiration Date Memorandum on the Land Records of the City of Bridgeport as set forth in Section 1.02 of the Lease. As described in Section 5 below, the Lessee has the option to renew the Lease for one (1) successive and additional period of thirteen (13) years.

4. Demised Premises. The Lessor has demised to the Lessee that certain piece or parcel of real property together with improvements thereon situated at and known as 600 Iranistan Avenue, Bridgeport, Connecticut, all as more particularly described in Schedule A attached hereto and made a part hereof.

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5. Renewals or Extensions. Pursuant and subject to Section 1.03 of the Lease, the Tenant has the right to renew the Lease for one (1) successive renewal period of thirteen (13) years commencing on the day following the expiration of the initial term.

6. Option to Purchase. Pursuant to Section 17.1 of the Lease, Tenant has a right of first refusal with respect to the purchase of the Demised Premises.

7. Lease on File. A copy of the Lease is on file at the offices of the Landlord at 323 North Avenue, Bridgeport, Connecticut 06604.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Notice of Lease to be executed the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

720 SOUTH, LLC

By: Little Branch Inc.
a Connecticut corporation
Its Manager

By: _____
Name: Peter DiNardo
Title: President

Barbara Breda

Thomas LaCieta

NUPOWER BRIDGEPORT FC LLC

By: _____
J. Scott Guilmartin
Its Manager

Jorge Wolfson

Susana A. Costa

Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5

STATE OF CONNECTICUT :
: ss. Bridgeport September 11, 2024
COUNTY OF Fairfield :

On this 11 day of September, 2024, before me, Armanda Parelli the undersigned officer, personally appeared Peter DiNardo who acknowledge him/herself to be the President of **Little Branch Inc.**, a Connecticut corporation and Manager of **720 SOUTH, LLC**, a Connecticut limited liability company, and he/she, as such _____, acknowledged the execution of the foregoing instrument to be his/her free act and deed as such _____ and the free act and deed of said corporation on behalf of and as Manager of said limited liability company, before me.

In witness whereof I hereunto set my hand.

Armanda Parelli
Commissioner of the Superior Court
Notary Public
My Commission Expires: 9/30/2027

STATE OF CONNECTICUT :
: ss. Hartford September 20, 2024
COUNTY OF Hartford :

On this 20th day of August, 2024, before me, the undersigned, personally appeared J. Scott Guilmartin who acknowledge him/herself to be the Manager of **NUPOWER BRIDGEPORT FC LLC**, a Connecticut limited liability company, and he/she, as such Manager, acknowledged the execution of the foregoing instrument to be his/her free act and deed as such Manager and the free act and deed of said limited liability company, before me .

Susana A. Costa
Commissioner of the Superior Court
Notary Public
My Commission Expires: 9/30/2027

Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5

BK: 11264 PG: 319
INST: 00017994

SCHEDULE A

LEGAL DESCRIPTION
600 Iranistan Avenue, Bridgeport, Connecticut

That certain parcel of land, triangular in shape, situated in the City of Bridgeport, County of Fairfield and State of Connecticut, located on the northwesterly side of Interstate 95 (S.B.), Connecticut Turnpike, more particularly shown on a map filed in the Bridgeport Town Clerk's Office as Map Book 53, Page 280 entitled: "TOWN OF BRIDGEPORT MAP SHOWING LAND RELEASED TO RAYMOND RIZIO, TRUSTEE BY THE STATE OF CONNECTICUT TURNPIKE AT IRANISTAN AND RAILROAD AVENUE SCALE 1:500 OCT. 2004 ARTHUR W. GRUHN, P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS".

SOUTHEASTERLY:	by Interstate 95, (S.B.) Connecticut Turnpike, 330 feet, more or less, by a line designated "RELEASE LINE AND PROPOSED NON-ACCESS HIGHWAY LINE", as shown on said map;
SOUTHWESTERLY:	by Iranistan Avenue, 138 feet, more or less, by a line designated "RELEASE LINE AND STREET LINE", as shown on said map;
NORTHERLY:	by railroad Avenue, 376.49 feet, by a line designated "RELEASE LINE AND STREET LINE", as shown on said map.

RECEIVED FOR RECORD
Sep 23,2024 01:10:30P
Charlie L. Stallworth
TOWN CLERK
BRIDGEPORT, CT

Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5



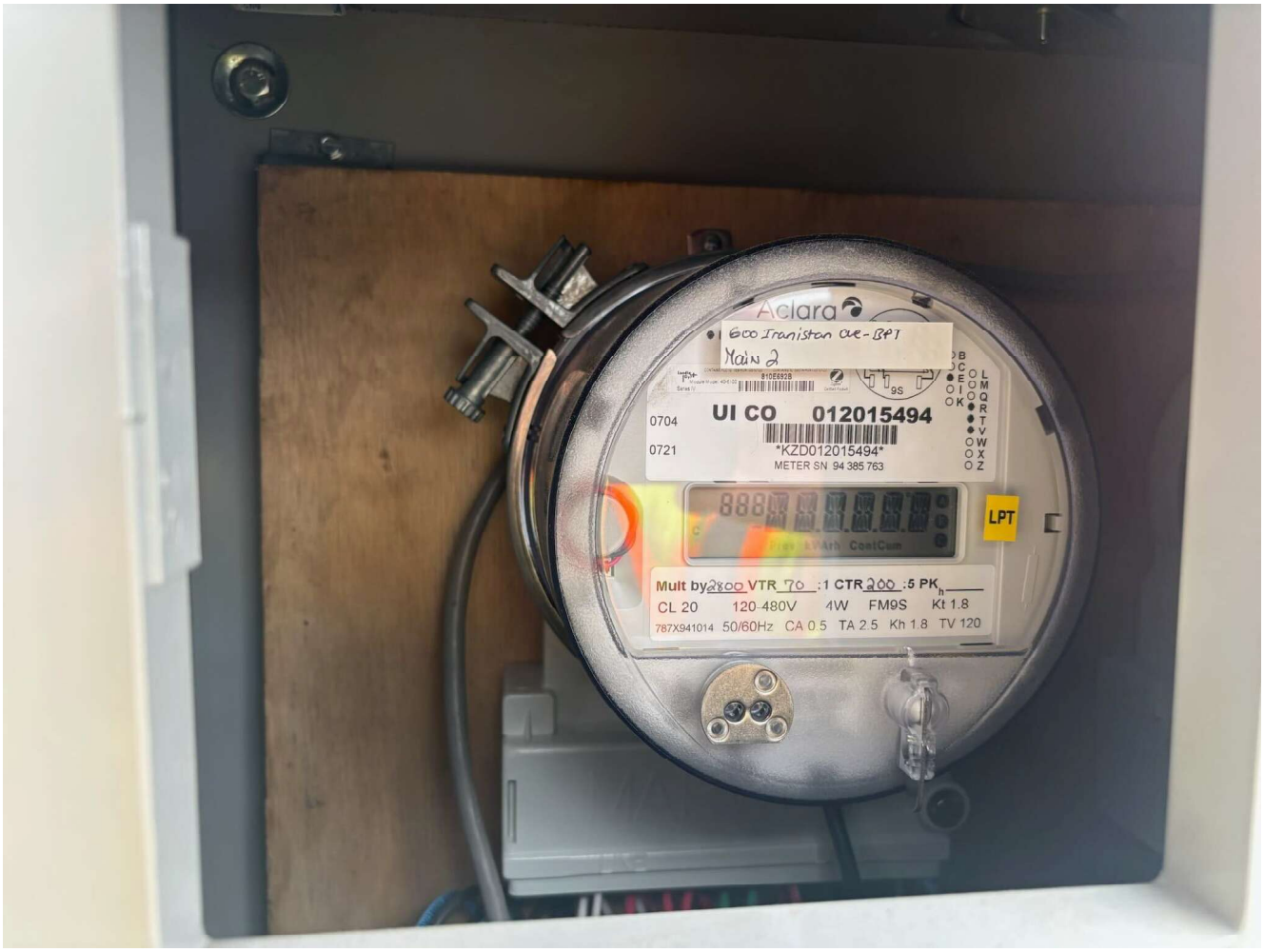
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Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5




The United Illuminating Company
NOTICE
TEST SWITCH
EMOVING METER
The United Illuminating Company
NOTICE
TO GAIN ACCESS TO THIS BOX, CALL
S DEPT. AT THE FOLLOWING NUMBER:
EAS: 1-800-722-5584
The United Illuminating Company
SQUARE D
by Schneider Electric
PowerLogic™ ION8650
Multifunction Watthour/Varhour Meter
VAR
VTR
CTR
PKh
Mult by
00001184
0000011848334116
LW-2601A332-02 S8650A0C0H6S1B0A-AA474
Reg Type
8650EC
FW 4.40.1
ALT
ENTER

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Docusign Envelope ID: 116EEDEB-E545-8317-802B-19A4EA1720F5



BK:11686 PG: 13
INST: 00062877

I, hereby, certify that this is a true Copy of a document filed in the office of the Bridgeport Town Clerk and That the original document from Which copy was made is recorded in Vol. 11686 Pg. 13 - 23 In the Bridgeport Land Records.
Dated: 10/8/20
ATTESTED:
Charlie L. Stallworth, Town Clerk

TAX PILOT AND TAX INCENTIVE DEVELOPMENT AGREEMENT
(the "Tax Incentive Development Agreement")

by and between

THE CITY OF BRIDGEPORT

AND

NUPOWER BRIDGEPORT FC LLC ("PROJECT OWNER")

WHEREAS the Project Owner has entered into a long term lease agreement, for the term beginning May 31, 2022 and ending twenty (20) years after the date the term of the Power Purchase Agreement begins (the "**Lease Agreement**") regarding the land located at 600 Iranistan Avenue, Bridgeport, Connecticut (the "**Property**") with 720 South, LLC (the "**Property Owner**") pursuant to which the Project Owner may build, operate, and maintain a Class I Renewable Energy facility in the form of a fuel cell installation generating approximately 9.66 MW of renewable energy (the "**Fuel Cell Installation**");

WHEREAS, the Fuel Cell Installation consists of twenty-one individual fuel cells, stacked upon and within a three-story, open air, steel frame building constructed upon a concrete slab (the "**Steel Structure**", and together with the Fuel Cell Installation, the "**Project**") on the Property;

WHEREAS, the Project represents an investment of approximately $60 million (the "**Project Investment**");

WHEREAS, the Project is beneficial to the City of Bridgeport ("**City**") in that it transforms the vacant parcel into a green energy facility;

WHEREAS, the Project Owner and United Illuminating have entered into a twenty (20) year Power Purchase Agreement (the "**Power Purchase Agreement**") that has been approved by the Connecticut Public Utilities Regulatory Authority ("**PURA**") pursuant to Sect. 16-258e of the Connecticut General Statutes and by PURA Decision dated October 2, 2019;

WHEREAS, the Project Owner has obtained all required permits and approvals for the Project from the Connecticut Siting Council and from the City of Bridgeport

Building Department, through applicable law in a manner consistent with the requirements of the Power Purchase Agreement;

WHEREAS, the term of this Agreement is consistent with the 20-year term of the Power Purchase Agreement pursuant to which the commencement of operations of the Fuel Cell Installation -- (or the **Delivery Commencement Date** as defined in the Power Purchase Agreement) - is expected to be on or around November 18, 2026 (the "**In-Service Date**");

WHEREAS, those aspects of the Project and of the Property that do ***not*** consist of the Fuel Cell Installation itself – including, but not necessarily limited to, the land, the Steel Structure, the concrete slab, the lighting, the fencing, the signage and other related improvements -- are and shall be subject to full real property taxes per the normal assessment and levy practices of the City to be paid by the Project Owner and Property Owner, respectively;"

WHEREAS, although the Fuel Cell Installation is exempt from property taxes as a Class I Renewable Energy Source, the Project Owner nevertheless wishes to enter into this Tax Incentive Development Agreement with the City to ensure a stable and predictable Incentive Tax Payment schedule for the Fuel Cell Installation;

WHEREAS, the Project Owner has applied to the City's Office of Planning and Economic Development ("**OPED**") for a Tax Incentive Development Agreement for the Fuel Cell Installation in accordance with Ch. 3.28 of the Bridgeport Municipal Code, the City's Tax Incentive Development Ordinance, as amended, which is in conformity with Connecticut General Statutes;

WHEREAS, the Project Owner's application has been reviewed by OPED, which has determined that the Project meets the requirements of the Ordinance;

WHEREAS, on August 5, 2024, the Bridgeport City Council adopted Resolution #115-23 that authorizes the Mayor or the Director of the Office of Planning and Economic Development to negotiate and execute on behalf of the City this Tax Incentive Development Agreement providing for a specific payment of taxes (the "**Incentive Tax Payments**") per a payment schedule that shall commence with the first payment due January 1st of 2027 and conclude with the last payment due July 1st of 2046 for a total period of twenty (20) years aligned with the Services Term of the Power Purchase Agreement unless terminated prior to the expiration of the Services Term pursuant to the Power Purchase Agreement (the "**Term**");

WHEREAS, the scheduled Incentive Tax Payments shall at all times during and following the respective assessment year constitute a valid and legally binding lien on the

Fuel Cell Installation, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172;

NOW, THEREFORE, the City and the Project Owner agree as follows:

All of the above recitals are incorporated by reference into the body of this agreement with full legal force and effect.

1. The Project Owner and the City hereby enter into this **Tax Incentive Development Agreement** for the Fuel Cell Installation located on the Property. For the Term, the Project Owner shall make Incentive Tax Payments at an annual rate of Two Hundred Thirty One Thousand Three Hundred Sixty Seven and 14/100 Dollars ($231,367.14), payable in two equal installments of One Hundred Fifteen Thousand Six Hundred Eighty Three and 57/100 Dollars ($115,683.57) each, all as further described in Exhibit A. The Incentive Tax Payments are in addition to all otherwise applicable real property taxes due on the Property and the Steel Structure (collectively, "**Normal Taxes**") and are in lieu of any regular property taxes that would otherwise be due on the Fuel Cell Installation during the Term.

2. The Incentive Tax Payments shall be due and payable in accordance with Exhibit A. Each installment shall be due on January 1 and July 1 , with a statutory grace period as applicable; amounts unpaid after the grace period accrue interest at 18% per annum based on a 365-day year until paid. The obligations hereunder shall enjoy lien rights and priority as provided in Connecticut General Statutes §12-172. It is a condition of this Tax Incentive Development Agreement that all regularly assessed Normal Taxes which become due between the date hereon and the commencement of the Incentive Tax Payments or thereafter, shall be timely paid. Upon commencement of this Tax Incentive Development Agreement and the Incentive Tax Payments to be made hereunder, if any Incentive Tax Payment or Normal Tax Payment is in excess of thirty (30) days late, said outstanding payment shall bear interest at the statutory rate, currently 18% per annum. The City may terminate this Tax Incentive Development Agreement upon written notice if: (a) any Incentive Tax Payment or Normal Tax is unpaid and not cured with accrued interest within 60 days after written notice; (b) any two Incentive Tax Payments or Normal Taxes in any rolling 24-month period are unpaid more than 90 days beyond their due date; (c) Project Owner is in material default of any other obligation hereunder and fails to cure within 30 days after notice (or, if not reasonably curable within 30 days, fails to commence cure within 30 days and diligently pursue to completion within 90 days); or (d) the Power Purchase Agreement terminates prior to its services term end other than due to City's breach. Upon termination, full taxes otherwise applicable to the Fuel Cell Installation shall apply prospectively. In the event of a default under subsection (c) above not related to the timing of Incentive Tax Payments, the City shall not terminate this Tax Incentive Development Agreement without thirty (30) days' notice and a reasonable opportunity to

cure the same. Any uncured monetary default hereunder constitutes a default for all sums then due and payable. Termination does not waive the City's right to collect any unpaid Incentive Tax Payments that are already due and payable at the time of termination, Normal Taxes, interest, costs, or to foreclose its liens. Termination of this Tax Incentive Development Agreement shall not invalidate, increase, or otherwise impact previous tax payments made by the Project Owner for the period such payments were made, being a fiscal year period following the In-Service Date beginning July 1 of a year through June 30 of the following year in accordance with this Tax Incentive Development Agreement while in effect. The Project shall be listed as "**Development Property**" as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

3. Any and/or all Incentive Tax Payments and/or Normal Taxes which are not paid within the stated grace periods set forth herein shall bear interest at the rate of 18% per annum based upon a 365 day year.

4. Any forbearance, acceptance of partial or late payment, or delay by the City in enforcing this Tax Incentive Development Agreement or in exercising any right or remedy hereunder or in law or in equity shall not be a waiver of nor shall it preclude the City's exercise of any such right or pursuit of said remedy.

5. This Tax Incentive Development Agreement is separate and distinct from any Water Pollution Control Authority charges that the Project Owner may be obligated to pay.

6. The Project Owner has agreed to invest approximately Sixty Million ($60,000,000.00) Dollars in development of the Project on the Property.

7. The Project Owner shall complete all development work related to the construction and completion of the Project at the Property in a manner consistent with the Power Purchase Agreement by the In-Service Date, observing all the terms and conditions of all applicable federal, state and local laws and regulations throughout the term of this Tax Incentive Development Agreement (the covenants in Sections 6, and this Section 7, collectively, the "**Project Covenants**"). Project Owner shall at all times maintain all permits and approvals required for lawful construction, operation, and maintenance of the Project and shall comply with applicable federal, state, and local laws throughout the Term.

8. If the Project Owner shall breach or default in the performance of any of its covenants set forth in this Tax Incentive Development Agreement, which breach or default the Project Owner shall communicate to the City within fifteen (15) days of the occurrence or of the Project Owner's becoming aware of such breach or default, and such breach or

default continues beyond any stated cure period in this Tax Incentive Development Agreement, then the remedies available to the City in respect of such breach, subject only to the limitations set forth below, shall include terminating this Tax Incentive Development Agreement and thereby reinstating prospectively against the Fuel Cell Installation the full taxes in the amount applicable and calculable in the ordinary course as if no Tax Incentive Development Agreement was in effect for such prospective period of time, foreclosing on the Project to realize any Incentive Tax Payments and/or Normal Taxes due, and collecting all sums due and owing by the Project Owner.

9. This Tax Incentive Development Agreement shall be binding upon the City and the Project Owner and shall be recorded on the Bridgeport Land Records in order to be effective.

10. This Tax Incentive Development Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto, and this requirement may not be modified or waived orally.

11. All notices, including but not limited to the notices that the Project Owner shall send the City regarding the establishment of the In-Service Date and the termination of the Power Purchase Agreement, shall be in writing and sent by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by recognized overnight courier addressed to the receiving party at its address specified herein.

All notices to the City:
Director
Office of Planning and Economic Development
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

with a copy to:
City Attorney
Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

All notices to the Project Owner:
NuPower Bridgeport FC LLC
c/o Scale Microgrid Solutions Operating, LLC
51 S Broad Street
Ridgewood, NJ 07450

12. Incentive Tax Payments shall be made to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, submitted with a notation to the Tax Collector that said payment is being made in accordance with the "600 Iranistan Avenue Fuel Cell Installation Tax Incentive Development Agreement." The Project Owner will receive tax bills from the City in the ordinary course for the Normal Taxes. The Project Owner shall make timely payment of the Normal Taxes. In addition to making timely payment of the Normal Taxes due, the Project Owner shall also make timely payment of its Incentive Tax Payments, in full, and therewith, in writing, notify the City's Tax Collector of this Tax Incentive Development Agreement. Failure of the City to issue a bill does not waive or defer Project Owner's obligation to timely pay Incentive Tax Payments in accordance with Exhibit A.

13. This Tax Incentive Development Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the state and/or federal courts of the State of Connecticut.

14. This Tax Incentive Development Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein. This Tax Incentive Development Agreement shall inure to the benefit of each party's successors or assigns.

15. The Project Owner may a) grant a security interest in its rights under this Tax Incentive Development Agreement to a qualified institutional lender and/or b) assign the Tax Incentive Development Agreement to a subsequent purchaser of the Project, whether such purchase constitutes the assets or equity interests in an entity or entities that own the Project and/or c) an affiliate of the Project Owner, in each case with notice to but without needing the consent of the City provided that (i) no event of default exists; (ii) with respect to clauses (b) and (c), the transferee assumes in writing all obligations hereunder from and after the assignment; and (iii) with respect to clause (b) only, the City shall provide its written consent without condition or delay. Any assignment in violation of this Section is void.

16. The Project Owner and its respective successors and assigns shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Project or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws, in effect from

time to time, prohibiting discrimination. The Project Owner shall not sell, lease or otherwise convey any interest in, or permit use or occupancy of the Project unless the transferee agrees to be bound to the obligations contained in this paragraph.

17. Except as otherwise expressly set forth herein to the contrary, the Project Owner and/or the City, respectively, shall not be in default of their respective obligations hereunder if any party hereunder is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond said party's reasonable control; provided, however, it is understood and agreed that financial inability to perform is not a reason beyond a party's reasonable control.

18. Excusable Delay. The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Development Agreement if any is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of reasonable best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice (not later than 10 days after the onset) to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Development Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the Tax Incentive Development Agreement accordingly. Excusable delay shall not apply to payment obligations.

19. The Project Owner shall have no obligation to file any personal property declarations, income and expense statements or similar forms with the City with respect to the Project and its operations during the period beginning with the date that this Tax Incentive Development Agreement is executed through the expiration of its Term. Furthermore, the City shall have no right to audit or otherwise inspect or make copies of any books or records of the Project Owner relating to the Project and/or the Project Owner's operations during the period beginning with the date that this Tax Incentive

Development Agreement is executed through the expiration of its Term. Notwithstanding the foregoing, Project Owner shall provide to the City: (i) a certificate confirming the Fuel Cell Installation is operational and the In-Service Date; (ii) a copy of then-current insurance certificates required under this Agreement as of the In-Service Date; and (iii) written notice within 10 days after any termination or material amendment of the Power Purchase Agreement.

20. Project Owner shall maintain commercially reasonable insurance, including (i) commercial general liability with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, naming the City as additional insured (CG 20 10 and CG 20 37 or equivalent); (ii) umbrella or excess liability policy with not less than $2,000,000 aggregate; (iii) property insurance covering the Fuel Cell Installation and Steel Structure improvements on an all-risk basis; and (iv) workers' compensation as required by law. Certificates of insurance shall be delivered to the City upon execution and annually thereafter.

21. To the fullest extent permitted by law, Project Owner shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to the breach of this Tax Incentive Development Agreement by the Project Owner.

22. This Agreement shall run with the land to the extent of the Incentive Tax Payment obligations and benefits associated with the Fuel Cell Installation during the Term.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement as of this 6th day of October, 2026.

CITY OF BRIDGEPORT

by:_____
Name: Joseph P. Ganim
Title: Mayor

Witnessed by:

Anthony Paoletto
Print Name:

Dana Colon
Print Name:

PROJECT OWNER

NUPOWER BRIDGEPORT FC LLC

_____
Name: Ryan Goodman
Title: CEO
duly-authorized

Witnessed by:

Joseph Babyer
Print Name:

Christina Dornbusch
Print Name:

APPROVED AS TO FORM ONLY

OFFICE OF THE CITY ATTORNEY

_____
James T. Maye
Associate City Attorney

STATE OF CONNECTICUT)

) ss. Bridgeport

COUNTY OF FAIRFIELD)

Personally appeared Joseph P. Ganim, Mayor of the City of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

Thomas Gaudett

Commissioner of the Superior Court
Notary Public
Commission Expires:

STATE OF New Jersey)

) ss. Village of Ridgewood

COUNTY OF Bergen)

Personally appeared Ryan Goodman, CEO of NuPower Bridgeport FC LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the NuPower Bridgeport FC LLC before me.

Carol Daniele

Commissioner of the Superior Court
Notary Public
Commission Expires:

Carol Daniele
NOTARY PUBLIC
State of New Jersey
ID # 50113174
My Commission Expires
September 23, 2029

EXHIBIT "A"

Schedule of Incentive Tax Payments

Commencing on the In-Service Date set forth in the Tax Incentive Development Agreement, the Incentive Tax Payments shall be due at an annual rate of Two Hundred Thirty One Thousand Three Hundred Sixty Seven and 14/100 ($231,367.14) Dollars, paid in semi-annual installments (on January 1st and July 1st respectively) of One Hundred Fifteen Thousand Six Hundred Eighty Three and 57/100 ($115,683.57) Dollars each, for each year of the succeeding twenty (20) years or the last year of the Services Term of the Power Purchase Agreement. The initial Incentive Tax Payment pursuant to this Agreement shall be due January 1, 2027 and each subsequent payment shall be due six months thereafter during the Term. Each Incentive Tax Payment made during the Term shall cover the six-month period following its due date.

RECEIVED FOR RECORD
Oct 08,2026 02:42:24P
Charlie L. Stallworth
TOWN CLERK
BRIDGEPORT, CT