Ansonia 35 North Main Street

One Parcel Containing Lots 2 & 3

City of Ansonia

Office of Economic Development

Developer's Package
for
Lease and/or Development
of One Parcel Containing Lots 2 & 3

Dated: April 4, 2025

Prepared by:

DeCARLO
& DOLL, INC.
ARCHITECTS AND ENGINEERS

89 Colony Street
Meriden, CT 06451
(203) 379-0467

Request for Qualifications/Request for Proposals

The City of Ansonia (The City) acting by and through the Office of Economic Development will receive statements of qualifications and pricing from data center developers for the lease and development of one or both of Lots 2 & 3 within the Ansonia Commerce Park located south of Main Street across from the Eagle Hose Fire Department on Main Street. Developers can submit their qualifications for consideration for the development of one or both lots as depicted on Luchs drawing ST-1, Proposed Development Plan. The development of said lots within the 35 North Main Street Commerce Park land will be based on the highest and best use of the parcel(s), and their compatibility with the terms and conditions set forth in the Request for Qualifications/Proposals, as determined by The City.

The preferred developer will need to provide their own behind-the-meter primary and backup power and should demonstrate experience collaborating with onsite distributed energy and equipment providers, preferably a provider that can demonstrate recent experience in Ansonia. The preferred developer must also present a viable plan for achieving both power generation and cooling for a data center tenant/off-taker in the near term. Moreover, preferred developer will demonstrate the capability to operate an energy efficient and sustainable commercial operation via equipment, systems, or operations. Preference will be given to technology solutions with superior efficiency and environmental benefits. Copies of the Request for Qualifications and Pricing package can be obtained via email request from Diana Branch at dbranch@ansoniact.org or Sheila O'Malley somalley@ansoniact.org.

Responses to the RFQ/P will be received either by hard copy at the Town and City Clerk's Office, City Hall, 253 Main Street, Ansonia CT, 06401. or electronically no later than 3 :00 PM on May 1, 2025 to the emails above. Proposal packages may be obtained through email request to the emails above.All questions need to be submitted by April 22 at 4:00 pm via email to Sheila O'Malley, Office of Economic Development at somalley@ansoniact.org All inquiries will be responded to in writing and posted on the city's website.

To be an eligible proposer, all submitters will be required to attend a mandatory pre-bid virtual meeting with the City of Ansonia. The date for this pre-bid meeting is scheduled for Friday, April 11th at 12pm Interested proposers are to request an invitation via email prior to 5:00 pm April 10th by sending a request to somalley@ansoniact.org.

The City reserves the right to reject any and all responses to the RFQ/P or part thereof if it is determined by the City that the proposal is not in its best interest.

Sheila O'Malley Economic Development Director
City of Ansonia

PROJECT DESCRIPTION

Date:	April 04, 2025
Contact:	Shelia O'Malley, Director of Economic Development City of Ansonia, Economic Development Office 53 Main Street, Ansonia, CT 06401 somalley@ansoniact.org (203) 437-1598

PROJECT DESCRIPTION:

The City of Ansonia acquired the property at 35 North Main Street through tax foreclosure and intends to provide Public Works infrastructure improvements - access road, utilities, and creation of 2 lots in order to convert the 4+ \- acre portion of the site back to a usable economic development asset.

As shown in Luchs Drawing ST-1: Proposed Development Plan showing Lot 2 and Lot 3 with road and area available for location of future power and cooling to be developed in support of the future data center tenant/off-takers on Lots 2 & 3. The proposed sites are 0.79 acres for Lot 1 and 1.03 acres for Lot 2. As shown on Figure 3/3: Public Works Infrastructure utility plan, the proposed site sits on a 4+/- acre on the southeast portion of the former Farrel/SHW industrial complex that Ansonia is redeveloping in the center of the City.

The City of Ansonia will provide an Access Road that will intersect with Main Street. The access road will include a 60' ROW with a 30' bituminous paved roadway with all utilities (city storm, city sanitary sewer, gas, water, electric, telephone and cable). The new access road will provide for data center development -on the two lots described above. The City of Ansonia owns and will control the land and ROW within the parcel under development.

The City demolished all of Building #11 within the project area due to public safety concerns. The demolition was reviewed and approved by CT State Historic Preservation Office (SHPO) for historic preservation review. The demolition has also been reviewed by the CT Department of Energy and Environmental Protection (DEEP) for environmental remediation and abatement.

The City will be responsible for the following activities:

1. Completion of Demolition of Building #11 and site cleanup.
2. Demolition of Building #12 (Roll Shop).
3. Construction of a 30' wide Access Road and Parking Areas.
4. Construction of new Underground Utilities in the Access Road.

5. Construction of Site Lighting, landscaping, and accessories.
6. Modifications to the existing off-site traffic signal in N. Main St. and Main St. Intersection.
7. Assessment and reconstruction to existing retaining wall along N. Main St.
8. Replacing existing sidewalk on N. Main St. along retaining wall, with new guiderail and fencing.
9. Design and Construction Administration Fees.
10. Utility Company Fees.
11. State Permit Fees.

The lots are intended for future data center development by others. Future data center development is anticipated immediately following lot preparation and access road construction. No residential development is proposed for the project area. All new construction will meet current City of Ansonia, state, and federal requirements, and utility company requirements. Future building construction will meet CT Building Code requirements.

A) Project Area:

The 4.0 ± ac. site is bounded by:

North: ACB Building #20 (Extrusion Mill).

East: North Main Street, Liberty Street, and residential neighborhoods.

South: Main Street and Maple Street (CT Route 334).

West: The Metro North Railroad (Waterbury Branch). The railroad Right of Way bisects the larger mill complex and abuts Building #12.

B) Site Description:

The 35 North Main St. – SHW Casting Company site is the former Pandel/SHW facility (the Site) and comprised of 4+\- acres of land that is adjacent to the Metro North commuter railroad's Waterbury line.

The Site contains limited-paved areas and several structures all vacant and abandoned by the previous owners, which have been demolished and removed except for Building #12 which is currently undergoing demolition.

The Site has been vacant for several years. There is one paved access to the interior of 35 North Main Street, which provides access to the site.

The Site was part of the larger mill complex that had been an industrial manufacturing facility since the 1800s. The products used at the Site were brass, copper, and copper alloys.

C) Proposed Construction:

The City of Ansonia has completed the limited demolition of 35 North Main Street and is completing the demolition of Building #12. Contractors have filed all necessary notifications to federal, state, and local entities. Removal and disposal of all regulated materials is being done by the City.

The City's revitalization effort requires the construction of the public Access Road to Main and N Main Streets. The City owns and controls the rights of way across this property. This revitalization effort will create 2 new lots within the 4+\- acre site. These activities have already been approved by the Ansonia Economic Development Office.

The site work infrastructure improvements will include all survey, preliminary and final design services, structural and site design documents, rights of way maps, any City Federal and State agency's permit applications will be secured prior to, construction documents for biding and award services.

Construction phase services will include construction administration/resident project inspection. HUD, DECD and local funds would be applied toward these improvements.

Roadway Area will include:

- Full Depth Reconstruction Access Roadway 376 LF;
- Full Depth Reconstruction, Access Parking Lots 30942 SF;
- Two lots at Access 23605 SF;
- 5 FT Concrete Sidewalk along Access 1880 SF;
- Landscaping/Topsoil/Reseeding 1 LS.
- Site Lighting 1 LS.
- Sediment and Erosion Controls 1 LS.

The City of Ansonia will own and maintain the new access road as part of the City's Right of Way.

Also included is modifications to 1 Traffic Signal at Main and North Main intersection. An Encroachment Permit from CTDOT District 4 will be required, as well signal modifications from the CTDOT Office of State Traffic Administration.

Utilities will include Water Main 770 LF; Gas Main 770 LF; Electrical 770 LF; and Sewer Main 770 LF.

Note: utilities extend along the Access Road through to Lots 2 & 3.

Water services for Ansonia are provided through Regional Water Authority which is a private utility governed by CT General Statutes. Maintenance of this facility is the responsibility of the Regional Water Authority. The Regional Water Authority and the City have entered into the appropriate operation and maintenance agreement.

The sanitary sewers and the storm system are a directly controlled by the City of Ansonia Department of Public Works and they will maintain all of those services.

As stated above the site work Infrastructure improvements will include all public and private utilities and are consistent with the HUD EDI investment criteria, State DECD requirements in that the Public Works and Infrastructure project will provide reasonable improved access road off of Main Street and North Main streets.

Refer to the attached maps for proposed construction.

PROJECT DESCRIPTION

Date: April 01, 2025

Contact: Shelia O'Malley, Director of Economic Development
City of Ansonia, Economic Development Office
53 Main Street, Ansonia, CT 06401
somalley@ansoniact.org
(203) 437-1598

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Refer to the attached maps for proposed construction.

Exhibit "A"

Developer's Statement for Public Disclosure

A. Developer

Name of Development: ______________________________

Address and Zip Code of Developer: ______________________________

____

IRS Number of Developer: ______________________________

The Developer proposes to enter into a contract for, or understanding with respect to the – development of data centers on one or both of two lots as described: Lot 2 (0.79 acres), Lot 3 (1.03 acres) within the Ansonia 35 North main street Economic Development project area noted as former SHW Parcel, and as shown on survey entitled City of Ansonia economic development parcel located on the corner of Main street and North Main streets across from the Eagle Hose Fire Station, As prepared by DeCarlo & Doll, Inc. for the City of Ansonia, State of Connecticut. The Developer will use and develop the property as follows:

____
____
____
____

If the Developer is not an individual doing business under this own name, the Developer has the status indicated below and is organized or operating under the laws of ________ ______________________:

- (   ) A Corporation
- (   ) A non-profit or charitable institution or corporation
- (   ) A partnership known as
- (   ) A business association or a joint venture known as
- (   ) A Federal, State or local government or instrumentality thereof.
- (   ) Other (explain).

If the Developer is not an individual or a government agency or instrumentality, give date of organization: ______________________

Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Developer, other than a government agency or instrumentality, are set forth as follows:

A. If the Developer is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.

B. If the Development is a non-profit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.

C. If the Developer is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

D. If the Developer is a business association or a joint venter, each participant and either the percent of interest or a description of the character and extent of interest.

E. If the Developer is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

Name, Address, and Zip Code	Position Title (if any) Percent of Interest Or Description of Character and Extent of Interest

Name, address, and nature of extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5, which gives such person or entity more than a computed 10% interest in the Development (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Developer; or more than 50% of the stock in a corporation which holds 20% of the stock of the Developer.

Name, Address, and Zip Code	Description of Character and Extent of Interest

Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

Certification

I (we) ______________________________ certify that this Developer's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

Dated ________________	Dated ________________
______________________ Signature	______________________ Signature
______________________ Title	______________________ Title
______________________ Address/Zip Code	______________________ Address/Zip Code

Exhibit "B"

Developer's Statement of Qualifications and Financial Responsibility

(For Confidential Official Use of the City of Ansonia)

1. A. Name of Developer: ______________________________

   B. Address and Zip Code of Developer: ______________________________
   ____

2. The land on which the Developer proposes to enter into a contract for, or understanding with respect to, the development of data centers on the lots to be leased from the City of Ansonia, in the City of Ansonia, State of Connecticut, which is recorded in Vol. -----, page ---------- of the City Land Records and is described as follows: (See Exhibit 1-A and 1-B attached).

   Said lots are 0.79 acres (Lot 2) and 1.03 acres (Lot 3), and are subject to a right-of-way as shown on the Survey and to easements of record."

3. Is the Developer a subsidiary of or affiliated with any other corporation or any other firm or firms? ( ) yes ( ) no

   If yes, list each such corporation or firm by name and address, specify its relationship to the Developer, and identify the officers and directors or trustees common to the Developer and such other corporation or firm.

4. A. The financial condition of the Developer, as of _____________, 2024, is as reflected in the attached financial statement. (Note: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit.)

   B. Name and address of the auditor or public accountant who performed the audit on which said financial statement is based:

5. If funds for the development of the land are to be obtained from sources other than the Developer's own funds, a statement from the Developer explaining how the financing of the acquisition and development of the land will be completed.

6. Sources and amount of cash available to Developer to meet equity requirements of the proposed undertaking:

In banks:

Name, Address and Zip Code of Bank	$ Amount

By loans from affiliated or associated corporations or firms.

Name, Address and Zip Code of Bank	$ Amount

By readily salable assets:

Description	$ Market Value	$Mortgages/Liens

7. Names and addresses of bank references:

8. A. Has the Developer or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Developer's offices or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Developer's Statement for Public Disclosure and referred to herein as "Principals of the Developer") been adjudged bankrupt, either voluntarily or involuntarily, within the past 10 years? ( ) Yes ( ) No

If yes, give date, place, and under what name.

B. Has the Developer or anyone referred to above as "Principals of the Developer" been indicated for or convicted of any felony within the past 10 years? ( ) Yes ( ) No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.

9. Undertakings, comparable to the proposed data center(s) focused redevelopment work, which have been completed by the Developer or any of the principals of the Developer, including identification and brief description of each project and date of completion (attach as exhibits if necessary):

10. If the Developer or a parent corporation, a subsidiary, an affiliate, or a principal of the Developer is to participate in the development of the data center(s) as a construction contractor or builder:

A. Name and address of such contractor or builder:

B. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ( ) Yes ( ) No

If yes, explain:

C. Total amount of data center construction or development work performed by such contractor or builder during the last three years: $

General description of such work:

D. Data Center Construction contracts or developments now being performed by such contractor or builder:

Identification of Contract or Development	Location	Amount	Date to be Completed

E. Outstanding data center construction-contract bids of such contractors builder:

Awarding Agency	Amount	Date Opened

11. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the development of data center(s) specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

12. A. Does any member of the City of Ansonia, Agencies, Boards and/or Commissions to which the accompanying bid or proposal is being made or any officer or employee of the City of Ansonia who exercises any functions or responsibilities in connection with the carrying out of the project under

which the land covered by the Developer's proposal is being made available, have any direct or indirect personal interest in the Developer or in the development or redevelopment of the property upon the basis of such proposal? (   ) Yes   (   ) No

If yes, explain.

Certification

I (we) ______________________________ certify that this Developer's Statement of Qualifications and Financial Responsibility and the attached evidence of the Developer's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated ________________	Dated ________________
______________________________ Signature	______________________________ Signature
______________________________ Title	______________________________ Title
______________________________ Address/Zip Code	______________________________ Address/Zip Code

Exhibit "C"

Part I

Form of Disposition Contract

AGREEMENT, consisting of this Part I and Part II (Form HUD-6209B, 9-69) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the _____ day of 2025, by and between the City of Ansonia, a municipal corporation organized and existing by virtue of an Act of the General Assembly of the State of Connecticut, (hereinafter called "City") and ______________________ (hereinafter called "Developer" and having an office for the transaction of business at
In the City/City of , County of
And State of , WITNESSETH:

WHEREAS, the City, has offered to lease or sell and the Developer is willing to lease of certain real property more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for the purpose of accommodating data center tenants who shall provide their own behind-the-meter primary and backup power in accordance with the uses specified in the Form of Proposal in accordance with the Agreement; and

WHEREAS, the City believes that the redevelopment of the property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Sec. 1. Lease: Price

Subject to all the terms, covenants, and conditions of the Agreement, the City will lease or sell the Property to the Developer for, and the Developer will lease of the Property from the City and pay therefore, the amount of _ dollars/month (___________$/month), or___________________ Dollars ($ _____________), or hereinafter called "Lease Price" to be paid in cash or by certified check simultaneously with the delivery of the Lease Agreement conveying the Property to the Developer.

Sec. 2. Conveyance of Property

(A) Form of Lease Agreement. The City shall convey to the Developer title to the Property by Quit Claim Lease Agreement (hereinafter called " Lease Agreement"). Such conveyance and title shall, in addition to the conditions subsequent provided for in Section 704 hereof and to all other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(1) That the conveyance is subject to any and all provisions of any ordinance, municipal regulation or public or private law.

(B) Time and Place for Delivery of Lease Agreement. The City shall deliver the Lease Agreement and possession of the Property to the Developer on , 2024, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the City and the Developer shall accept such conveyance and pay the Lease Price to the City at such time and place.

(C) Recordation of Lease Agreement. The Developer shall promptly file the Lease Agreement for recordation among the records of the City. The Developer shall pay all costs for so recording the Lease Agreement.

(D) Cost of Closing. The cost of title insurance or other title evidence and the closing expenses incurred by the Developer shall be borne by the Developer. The City shall, pay the cost of preparation of the Lease Agreement and the costs of closing specifically incurred by said City for its benefit and no others.

Sec. 3. Good Faith Deposit

(A) Amount. The Developer has, prior to the execution of the Agreement by the City, delivered to the City a good faith deposit of a certified check payable to the City of Ansonia Office of Economic Development in the amount of _________ Dollars ($_______), hereinafter called "Deposit", as security for the performance of the obligations of the Developer to be performed prior to the return of the Deposit to the Developer, or its retention by the City as liquidated damages, or its application on account of the Lease Price, as the case may be, in accordance with the Agreement. The Deposit shall be deposited in account of the City in a bank or trust company selected by it.

(B) Interest. The City shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon, such interest when received by the City shall be paid to the Developer when the Certificate of Substantial Completion is issued.

(C) Retention by City. Upon termination of the Agreement as provided in

Sections 703 and 704 hereof, the Deposit or the proceeds of the Deposit, if not therefore returned to the Developer pursuant to paragraph (d) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the City as provided in Sections 703 and 704 hereof.

(D) Return to Developer. Upon termination of the Agreement as provided in Section 702 hereof, the Deposit shall be returned to the Developer by the City as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Section 702 or 703 hereof provided, the City return the Deposit to the Developer upon completion of the improvements.

Sec. 4. Time for Commencement and Completion of Improvements

The construction of the improvements referred to in Section 301 hereof shall be commenced in any event within __________ (________) months after the date of the Lease Agreement, and, except as otherwise provided in the Agreement, shall be completed within ______ (_______) months after such date.

Sec. 5. Time for Certain Other Actions

(A) Time for Submission of Construction Plans. The time within which the Developer shall submit "Construction Plans" (as defined in Section 301 hereof) to the City in any event, pursuant to Section 301 hereof, shall be not later than (_____) days from the date of the Agreement.

(B) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (C) of this Section 5, the time within which the Developer shall submit any new or corrected Construction Plans as provided for in Section 301 hereof shall be not later than _____ (_______) days after the date the Developer receives written notice from the City of the City's rejection of the Construction Plans referred to in the latest such notice.

(C) Maximum Time for Approved Construction Plans. In any event, the time within which the Developer shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the City shall be not later than ______ (______) days after date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

(D) Time for City Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans, as provided in Section 302 hereof, shall be _______ (______) days after the date of the City's receipt of notice of such change.

(E) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Developer shall submit to the City; in any event, evidence as to the equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than _______ (_____) days after the date or written notice to the Developer of approval of the Construction Plans by the City, or, if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the City of the Construction Plans so deemed approved.

Sec. 6. Period of Duration of Covenant on Use

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Lease Agreement until or until such date thereafter to which it may be extended by proper amendment of this Agreement, on which date, as the case may be, such covenant shall terminate.

Sec. 7. Notices and Demands

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Developer, is addressed to or delivered personally to the Developer at ____________________; and

(ii) in the case of the City, is addressed to or delivered personally to the City at:

City of Ansonia
Office of Economic Development
253 Main Street
Ansonia, CT 06401

Or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Sec. 8. Counterparts

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused the Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City or City Clerk, and the Developer has caused the Agreement to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, on or as of the day first above written.

SIGNED, SEALED AND DELIVERED
In the presence of:

____

CITY OF Ansonia
or AUTHORIZED OFFICIAL

____
David S. Cassetti, Mayor

Attest:

____
City Clerk

(SEAL)

Signed, Sealed and Delivered
in the presence of:

____

DEVELOPER

____
President and/or
Officer

Attest:

____
Secretary
STATE OF CONNECTICUT

ss Ansonia

Date:

COUNTY OF NEW HAVEN

Personally appeared ______________________, Mayor or authorized official of the City of Ansonia, a municipal corporation, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and Lease Agreement as Mayor or authorized official of the City of Ansonia, the above-described municipal corporation, and the free act and Lease Agreement of said corporation, before me.

Commissioner of the Superior Court
for New Haven County

STATE OF CONNECTICUT

ss Ansonia   Date:

COUNTY OF NEW HAVEN

Personally appeared ______________________, President of
Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and Lease Agreement before me.

Commissioner of the Superior Court
for New Haven County

Exhibit "C"

Schedule A

<u>Description of Property</u>

See Exhibit 1A and Exhibit 1B attached.

Exhibit "D"

Form of Proposal

City of Ansonia
Office of Economic Development
253 Main Street
Ansonia, CT 06401

Attn: Sheila O'Malley
Executive Director

Re:

Dear Ms. O'Malley:

I/We am/are pleased to submit the following proposal for the lease and development of

I/We have read the form of Disposition Contract and I/we will adhere to all of the requirements contained therein.

In accordance with the terms and conditions to be set forth in the Disposition Contract, I/we will lease and develop the ______________________________ to be used for the purpose of development of a __________________MW data center

I/we propose to lease the land, in accordance with this proposal, should it be acceptable, at the price of $______________________.

All of the plans submitted to the City have been and will be prepared by an architect/engineer who is registered to practice in the State of Connecticut.

My/Our financial ability to carry out this project is set forth in the following documents which I have enclosed:

1. Completed and signed copy of the Developer's Statement for Public Disclosure.

2. Completed and signed copy of the Developer's Statement of Qualifications and Financial Responsibility.

3. It is understood that our Good Faith Deposit in accordance with the Invitation for Proposals may, at the option of the City of Ansonia, be forfeited in whole or in part if I/we fail, after being selected as Developer, to comply with the requirements of the City of Ansonia as outlined in the Instruction to Developers and the Disposition Contract.

I/We trust that this proposal will meet with your approval.

Sincerely,

President or authorized official

Terms and Conditions

Part II

of

Contract for

By and Between

Developer

and the

City of Ansonia

Part II

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Article II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 of Part I hereof.

SEC. 202. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 of Part I hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the developer, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

SEC.203. Access to Property. Prior to the conveyance of the Property by the City to the developer, the City shall permit representatives of the developer to have access to any part of the Property as to which the City holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the City to the developer, the developer shall permit the representatives of the City or its agent access to the Property at all reasonable times which any of the deems necessary for the purposes of the Agreement, the Cooperation Agreement, or the Contract for Loan and Capital grant, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

Article III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC 301. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Agreement, and all applicable State and local laws and regulations. As promptly as possible after the date of the Agreement, and in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the developer shall submit to the City, for approval by the City plans, drawings, specifications, and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans" with respect to the improvements to be constructed by the developer on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Agreement. The City shall, if the Construction Plans originally submitted conform to the provisions of the Agreement, approve in writing such Construction Plans and no further filing by the developer or approval by the City thereof shall be required except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made with thirty (30) days after the date of their receipt by the City. If the City so rejects the Construction Plans in whole or in part as not being in conformity with the Agreement, the developer shall submit new or corrected Construction Plans which are in conformity with the Agreement, within the time specified therefor in Paragraph (b), Section 5 of Part I hereof, after written notification to the developer of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Plans herein above provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City: Provided, That in any event the developer shall submit Construction Plans which are in conformity with the requirements of the Agreement, as determined by the City, no later than the time specified therefor in Paragraph (c), Section 5 of Part I hereof. All work with respect to the improvements to be constructed or provided by the developer on the Property shall be in conformity with the Construction Plans as approved by the City. The term "Improvements", as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Plans as so approved.

SEC. 302. Changes in Construction Plans. If the developer desires to make any change in the Construction Plans after their approval by the City, the developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the developer, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (d), Section 5 of Part I hereof.

SEC. 303. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the City of the Construction Plans, and in any event, no later than the time specified therefor in Paragraph (3), Section 5 of Part I hereof, the developer shall submit to the City evidence satisfactory to the City that the developer has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements.

SEC. 304. Approvals of Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance. The submission of construction Plans and their approval by the City as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 303 hereof, are conditions precedent to the obligation of the City to convey the Property to the developer.

SEC. 305. Commencement and Completion of Construction of Improvements. The developer agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof, and the Lease Agreement shall contain covenants on the part of the developer for itself and such successors and assigns, that the developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period as specified in such Section 4. It is intended and agreed, and the Lease Agreement shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the City and enforceable by the City against the developer and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 306. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the developer, and until construction of the Improvements has been completed, the developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the developer with respect to such construction.

SEC. 307. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the City will furnish the developer with an appropriate instrument so certifying. Such certification by the City shall be (and it shall be so provided in the Lease Agreement and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Lease Agreement with respect to the obligations of the developer, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

(b) Each certification provided for in this Section 307 shall be in such form as will enable it to be recorded in the proper office for the recordation of Lease Agreement and other instruments pertaining to the Property, including the Lease Agreement. If the

City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after written request by the developer, provide the developer with a written statement, indicating in adequate detail in what respects the developer has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the developer to take or perform in order to obtain such certification.

Article IV. RESTRICTIONS UPON USE OF PROPERTY

SEC. 401. Restrictions on Use. The developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any party thereof, and the Lease Agreement shall contain covenants on the part of the developer for itself, and such successors and assigns, that the developer, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Agreement and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 402. Covenant; Binding Upon Successors In Interest; Period of Duration. It is intended and agreed, and the Lease Agreement shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subdivision (b) of Section 401 hereof), against the developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specific or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the developer itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof.

SEC. 403. City and United States Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Lease Agreement shall so state) run in favor of the City and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

SEC 404 Solar Photovoltaic Affirmative Covenants. The Developer shall design the data center(s) to ensure that the maximum allowable roof space, as per Ansonia building codes, is allocated for roof-mounted solar photovoltaic (PV) systems. This designated roof space shall be provided to a third-party solar PV developer, to be selected by the City, and shall be provided by the developer at no cost. The solar PV developer shall be granted unrestricted access to the solar PV array for the duration of the solar asset's operational life.

Article V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Development. The developer represents and agrees that its lease of the Property, and its other undertakings pursuant to the Agreement, are, and will be for the purpose of redevelopment of the Property for data center development and not for speculation in land holding. The developer further recognizes that, in view of

(A) the importance of the redevelopment of the Property to the general welfare of the community;

(B) the substantial financing and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible; and

(C) the fact that a transfer of the stock in the developer or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identify of the parties in control of the developer or the degree thereof, is for practical purposes a transfer or disposition of the Property than owned by the developer,

the qualifications and identity of the developer, and its stockholders, are of particular concern to the community and the City. The developer further recognizes that it is because of such qualifications and identity that the City is entering into the Agreement with the developer, and, in so doing, is further willing to accept and rely on the obligations of the developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 502. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually. For the foregoing reasons, the developer represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders, respectively that: prior to completion of the Improvements as certified by the City, and without the prior written approval of the City, (a) there shall been no transfer by any party owning 10 percent or more of the stock in the developer (which term shall be deemed for the purpose of this and related provisions to include successors in interest of such stock or any part thereof interest therein), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the developer, or by any owner of 10 percent or more of the stock therein, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the developer or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the developer and the parties signing this Agreement on behalf of the developer represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 503. Prohibition Against Transfer of Property and of Agreement Assignment. Also, for the foregoing reasons the developer represents and agrees for its successors and assigns, that:

(A) Except only

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the

Agreement, and (ii) any other purpose authorized by the Agreement, and

(2) as to any individual parts or parcels of the property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the developer is authorized to convey or lease as such Improvements are completed,

the developer (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contractor o agreement to do any of the same, without the prior written approval of the City: <u>Provided:</u>, that, prior to the issuance by the City of the certificate provided for in Section 307 hereof as to completion of construction for the Improvements, the developer may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the lease price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate.

(B) The City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in the Agreement by the developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part.

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in the form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the developer under the Agreement and agreed to be subject to all the conditions and restrictions to which the developer is subject (or, in the vent the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): <u>Provided</u>, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent

otherwise specifically provided in the Agreement or agreed to in writing by the City relieve or except such transferee or successor of or form such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

(3) there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the developer in writing.

(4) the consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the developer of the Property (or allocable to the part thereof or interest therein transferred) and the Improvement, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 503) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled) the City shall be entitled to increase the Lease Price to the developer by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City.

(5) the developer and its transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the redevelopment of the Property.

Provided, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the developer, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereof.

SEC. 504. Information As to Stockholders. In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the developer agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the City, (a) the developer will promptly notify the City of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identify of the parties in control the developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the developer shall, at such time or times or information; and (b) the developer shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the President or other executive officer of the developer, setting forth all of the stockholders of the developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the developer, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the developer, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished by the City immediately prior to the delivery of the Lease Agreement to the developer and as a condition precedent thereof, and annually thereafter on the anniversary of the date of the Lease Agreement until the issuance of a certificate of completion for all the Property.

ARTICLE VI.

THIS SECTION LEFT INTENTIONALLY BLANK

ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms and conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. IN case such action not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. <u>Termination by Developer Prior to Conveyance.</u> In the event that

(A) The City does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure such not be cured within thirty (30) days after the date of written demand by the developer; or

(B) the developer shall, after preparation of construction Plans satisfactory to the City, furnish evidence satisfactory to the City that it has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the developer shall, after having submitted such evidence and if so requested by the City, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success,

then the Agreement shall, at the option of the developer, be terminated by written notice thereof to the City, and, except with respect to the return of the Deposit as provided in Paragraph (d), Section 3 of part I hereof, neither the City nor the developer shall have any further rights against or liability to the other under the Agreement.

SEC. 703. <u>Termination by City Prior to Conveyance.</u> In the event that

(A) Prior to conveyance of the Property the developer and in violation of the Agreement

(i) the developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property, or

(ii) there is any changes in the ownership or distribution of the stock of the developer or with respect to the identity of the parties in control of the developer or the degree thereof; or

(B) the developer does not submit Construction Plans, as required by the Agreement, or (except as excused under subdivision (b) of Section 702 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement therefor; and

(C) the developer does not pay the Lease Price and take title to the Property upon tender of conveyance by the City pursuant to the Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the City,

(D) The Developer fails to develop the Property for the intended purpose as specified by the City, namely, the establishment and operation of data center facilities, or

The Developer fails to make provision for behind the meter primary and secondary power according to the terms defined in the Request for Qualifications.then the agreement, and any rights of the developer, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the City or the Property, shall, at the option of the City, be terminated by the City, in which event, as provided in Paragraph (d), Section 3 of Part I hereof, the Deposit shall be retained by the City as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property or any part thereof to the developer and prior to completion of the developer and prior to completion of the Improvements as certified by the City.

1. the developer (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the City so to do; or

2. the developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City so to do; or

3. there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the developer, or with respect to the identify of the parties in control of the

developer or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the City to the developer.

then the City shall have the right to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Lease Agreement to the developer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the developer shall be made upon, and that the Lease Agreement shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the developer specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the developer to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Lease Agreement to the developer, and that such title and all rights and interests of the developer, and any assigns or successors in interest to and in the Property, shall revert to the City: Provided, That such condition subsequent and any revesting of title as a result thereof in the City.

A. shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

B. shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefore as provided in Section 307 hereof.

In addition to and without in any way limited the City's right to reentry as provided for in the preceding sentence, the City shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the developer as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 704, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the City who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Agreement. Upon such resale of the Property, the proceeds thereof shall be applied:

1. First, to reimburse the City, for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); al taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the developer and its successor or transferee; and

2. Second, to reimburse the developer, its successor or transferee, up to the amount equal to (1) the sum of the lease price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

SEC. 706. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Lease Agreement is recorded a written declaration of the termination of all the right, title, and interest of the developer, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with the Agreement, and for which a certificate of completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof) its successors in interests and assigns, in the Property, and the revesting of title thereto in the City: Provided, That any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights or to deprive it of or limited such rights in any way (it being the intent of this provision that the City should be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the developer under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the developer under this Section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 707. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the City nor the developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for redevelopment or of the developer with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the City: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 708. Right and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 709. Party in Position of Surety with Respect to Obligations. The developer, for itself and its successors and assigns, and for all other person who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under the Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; City Representatives Not Individually Liable. No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the developer or successor or on any obligations under the terms of the Agreement.

SEC. 802. Equal Employment Opportunity. The developer, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

(A) The developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(B) The developer will, in all solicitations or advertisements for employees placed by or on behalf of the developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The developer will send to each labor union or representative of workers with which the developer has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the developer's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants of employment.

(D) The developer will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The developer will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to the developer's books, records, and accounts by the City, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the developer's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the developer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The developer will include the provisions of paragraphs (a) through (g) of this Section in every contractor or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The developer will take such action with respect to any construction contract, subcontractor, or purchase order as the City may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided:, however that in the event the developer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the developer may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the

Contractor agreed as follows:", and the term "developer" shall be changed to "Contractor".

SEC. 803. Provisions Not Merged with Lease Agreement. None of the provisions of the Agreement are intended to or shall be merged by reason of any Lease Agreement transferring title to the Property from the City to the developer or any success in interest, and any such Lease Agreement shall not be deemed to affect or impair the provisions and covenants of the Agreement.

SEC. 804. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 805. Compliance with HUD Restrictive Covenants. The City of Ansonia and the Buyer acknowledge that the Ansonia Commerce Park was improved, in part, with funding from the US Department of Housing (HUD), EDI B-23-CP-CT-0311 and is subject to the terms and conditions of the HUD financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property acquired or improved with EDA Investment Assistance must be in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, industrial and commerce park purposes and HUD policies concerning adequate consideration and environmental compliance. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. 302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide City of Ansonia and/or HUD with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

Any Lease Agreements or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the HUD grant, which in this case, are industrial and commerce park use. This covenant shall remain in effect for a period of twenty (20) years from the date of the approved funding agreement award dated August 10, 2023.

Exhibit "E"

Land Use and Disposition Controls

A. Zoning for this site under the current City of Ansonia standard is Heavy Industrial (H1) District.

B. Zoning Map of the City of Ansonia site is H-I Heavy Industrial District.

C. The Commerce Park is not currently part of a city approved subdivision plan. The Office of Economic Development plans to review the Developer's proposal which is the essence of the public Invitation for Proposals. Based on discussion with the proposed developer(s), the Office of Economic Development is amenable to prepare the maps and plans according to City standards for the subdivision of the Commerce Park including incorporating the Access Drive as a city street and ROW (Right of Way).

D. A Concept Plan indicating a potential reuse of the Commerce Park land is attached for use by potential developers.

E. Public Infrastructure

1. Prospective developers are herein apprised that storm water run-off can be accommodated in the ROW drainage system subject to the developer submitting design plans and specifications in order with City standards.
2. It is further noted that sanitary sewer discharge can and will be accommodated in the City's current sanitary system. The developer will need to prepare plans and specifications in accordance with the Ansonia Water Pollution Control Authority (WPCA) design review and approval.
3. All other public utilities are within the new Access Road right-of-way.
4. Access Road construction plans are currently in the Preliminary design phase.
5. The Office of Economic Development has related maps and documents as area pertains to the MDP for any potential developers review.