Execution Version

PAYMENT IN LIEU OF TAXES AGREEMENT

Sept ~~August~~, 2024. This Payment in Lieu of Taxes Agreement ("PILOT") is made as of the 3rd day of by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (the "Town" or "Medway"), and Medway Grid, LLC ("Medway Grid"), a Delaware limited liability company, having a business address of 988 Howard Avenue, Suite 200, Burlingame, CA 94010, each individually a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, Medway is host community to a proposed 250-megawatt ("MW"), alternating current ("AC") battery energy storage system ("BESS") located at 49, 53, and 55 Milford Street in Medway, as further described in Exhibit A (the "Project"), which is proposed to be constructed, owned and operated by Medway Grid;

WHEREAS, the Project was selected by ISO-NE to enhance the reliability of the electric transmission system in the Southeastern, Massachusetts ("SEMA") zone and to ensure that the Commonwealth meets its goals regarding renewable energy and reduced reliance on fossil fuels from 2024-2031;

WHEREAS, Medway Grid has received approval from the Massachusetts Department of Public Utilities ("DPU") in DPU 22-18/22-19 on June 30, 2023, for a comprehensive zoning exemption from the Town's zoning bylaw to allow the construction of the Project;

WHEREAS, Medway Grid will receive or apply for all necessary permits and approvals for the Project prior to the start of the term of this PILOT, as defined in Section 2;

WHEREAS, Medway Grid will be subject to certain local taxes in connection with its ownership of the real and personal property related to the Project;

WHEREAS, Medway Grid and the Town agree that having an accurate projection of their respective property tax expenses and revenues with respect to the Project is essential to the development of the Project, provides long-term revenue certainty for the Town and is in their mutual best interests;

WHEREAS, G.L. c. 59, §5, cl. 45, as amended, authorizes the Town to enter into an agreement for a negotiated payment in lieu of taxes that would otherwise be assessed against the real and personal property comprising the Project;

WHEREAS, Medway Grid and the Town acknowledge that a comprehensive agreement for payments in lieu of taxes under the authority of G.L. c. 59, §5, cl. 45 fixing and maintaining mutually acceptable payments based on approximately equivalent full and fair cash values for all real and personal property associated with the Project for twenty (20) years commencing with commercial operations of the Project is appropriate and serves their respective interests; and

WHEREAS, Medway Grid and the Town have reached this PILOT as a result of good faith negotiations so that Medway Grid's PILOT payments to the Town shall be approximately

equivalent to the property tax obligations which would otherwise be owed to the Town by Medway Grid during the term of this PILOT based on full and fair cash valuation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties do hereby covenant and agree as follows:

1. Property Subject to the PILOT. The real and personal property that comprises the Project to be owned by Medway Grid shall be subject to the terms of this PILOT and is described in Exhibit A attached hereto and incorporated herein by reference as the Project. The Project also shall include any material additions, improvements, repairs, replacements, modifications or other changes to the Project certified pursuant to Section 5 which occur after the execution of this PILOT. During the term of the PILOT, the Town will not assess any statutory real or personal property taxes against Medway Grid to which Medway Grid might otherwise be subjected under Massachusetts Law, and this PILOT will provide for the exclusive payment in lieu of such taxes that Medway Grid (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project, including taxes associated with the land on which the BESS is located; provided, however, this PILOT does not affect any payments, other than real and personal property taxes, owed by Medway Grid to the Town, including, but not limited to, payments due under the Host Community Agreement between the Town and Medway Grid dated as of September 7, 2022, (the "HCA"), vehicle excise taxes, and amounts for customary services provided by the Town to Medway Grid and the Project such as water and sewer services.

2. Term. The term of this PILOT shall be for twenty (20) years commencing in the year the Project commences commercial operations. During the construction period and prior to Commercial Operation Date, no payments will be required with respect to the work in progress. "Commercial Operation Date" or "COD" shall mean the date of initial commercial operation of the Project, as determined pursuant to the Interconnection Agreement between Medway Grid, Eversource and ISO New England (the "Interconnection Agreement").

For the purposes of this PILOT, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2025 means July 1, 2024-June 30, 2025.

The Year 1 payment in accordance with Section 3 hereunder shall be due in full within twenty-five (25) days of the Commercial Operation Date of the Project. Thereafter, PILOT payments shall be made on a quarterly basis in accordance with Section 3.

This PILOT may terminate before the end of its term pursuant to Sections 6, 7 and 13. Upon termination, the Town shall assess the Project in the normal course pursuant to G.L. c. 59.

After July 1 of the eighteenth (18^{th}) year of this PILOT, but on or before June of the following year, the Town may notify Medway Grid if it desires to terminate this PILOT effective on June 30, 2047. In the event the Town exercises its rights under this Section, the Parties shall negotiate in good faith in an effort to agree upon a successor agreement to take effect at the conclusion of the twenty (20) year term. In the event the Parties are unable to reach agreement

on a successor agreement, the Project shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59.

3. PILOT Payments. The Parties agree that the respective PILOT Payments ("PILOT Payments") shall be the amounts listed below for each of the years included in the term of this PILOT in lieu of paying any other real or personal property taxes with respect to the Project.

	PILOT	CPA	Total
Year 1	$ 2,237,714	$ 69,208	$ 2,306,922
Year 2	$ 2,237,714	$ 69,208	$ 2,306,922
Year 3	$ 2,237,714	$ 69,208	$ 2,306,922
Year 4	$ 2,237,714	$ 69,208	$ 2,306,922
Year 5	$ 2,237,714	$ 69,208	$ 2,306,922
Year 6	$ 2,237,714	$ 69,208	$ 2,306,922
Year 7	$ 2,237,714	$ 69,208	$ 2,306,922
Year 8	$ 2,237,714	$ 69,208	$ 2,306,922
Year 9	$ 2,237,714	$ 69,208	$ 2,306,922
Year 10	$ 2,237,714	$ 69,208	$ 2,306,922
Year 11	$ 2,237,714	$ 69,208	$ 2,306,922
Year 12	$ 2,237,714	$ 69,208	$ 2,306,922
Year 13	$ 2,237,714	$ 69,208	$ 2,306,922
Year 14	$ 2,237,714	$ 69,208	$ 2,306,922
Year 15	$ 2,237,714	$ 69,208	$ 2,306,922
Year 16	$ 2,237,714	$ 69,208	$ 2,306,922
Year 17	$ 2,237,714	$ 69,208	$ 2,306,922
Year 18	$ 2,237,714	$ 69,208	$ 2,306,922
Year 19	$ 2,237,714	$ 69,208	$ 2,306,922
Year 20	$ 2,237,714	$ 69,208	$ 2,306,922

Such amounts shall be paid on a quarterly basis and shall be delivered to Town of Medway Collector of Taxes, 155 Village Street, Medway, MA 02053. Such amounts shall be paid each year in accordance with the following schedule: 1st quarter due August 1st; 2nd quarter due November 1st; 3rd quarter due February 1st; 4th quarter due May 1st. Should any due date fall on a weekend or holiday, payment shall be due the first business day following such date.

Except as set forth in Section 6, the Parties agree that the PILOT Payments will not be reduced on account of a depreciation factor or revaluation or reduction in the Town's tax rate, increased on account of an inflation factor or revaluation or increase in the Town's tax rate or assessment percentage, or otherwise changed on account of legislative action fixing or otherwise setting taxes or payments in lieu thereof for standalone energy storage systems, which factors have been anticipated by the Parties and are reflected herein.

4. Community Preservation Act Payments. The Parties agree that in addition to the PILOT Payments provided for herein, the Town shall be entitled to receive an additional PILOT

Payment of three percent (3%) of each PILOT Payment in order to compensate the Town for Community Preservation Act payments it is entitled to receive under the Town bylaws and Massachusetts law. Such payment shall be paid annually on or before September 1st.

5. Certifications. Medway Grid shall send a certification to the Town within fourteen (14) days of the Commercial Operation Date notifying the Town of such date. No later than March 1, 2025, Medway Grid shall provide an update to the Town on the construction of the Project and provide an estimated Commercial Operation Date for the Project. In no event shall such anticipated Commercial Operation Date be binding on Medway Grid or obligate it to begin making payments under this PILOT.

Thereafter, Medway Grid shall submit to the Town no later than the March 1st preceding the beginning of each fiscal year covered by this PILOT, (i) a copy of any amendment to the Interconnection Agreement that increases the capacity of the Project materially above 250 MW AC, and (ii) an annual certification which describes any material additions, improvements, repairs, replacements, modifications, retirements or other changes that have occurred since the final completion of the Project or since Medway Grid's last annual certification, as applicable. Medway Grid may redact any customer, credit, pricing, cost information included in any Interconnection Agreement amendment. In each annual certification, Medway Grid shall designate a representative who is available to answer any questions that the Town may have regarding the information that was provided in such annual certification. For avoidance of doubt, such annual certifications shall not affect the amount of the PILOT payments, which shall be adjusted solely as set forth in Section 6.

6. Adjustments. Medway Grid may terminate this Agreement at any time prior to COD. If, during the term of this PILOT, (i) the Project is physically unable to operate for a period of three (3) consecutive months following COD due to casualty or *Force Majeure* as defined below; (ii) there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation or injunction that prevents Medway Grid from constructing or operating the Project; or (iii) the Project is taken out of service permanently, Medway Grid may elect to terminate this PILOT. With respect to a termination election made under clause (i), Medway Grid agrees to continue making payments under Section 3 for the remainder of the fiscal year in which such termination election is made, and, if such termination election is made between June 1 and June 30, Medway Grid agrees to continue making payments under Section 3 for the immediately subsequent fiscal year.

In the event that an amendment to the Interconnection Agreement submitted in accordance with Section 5 of this PILOT indicates that the Project's capacity has increased by more than five MW above 250 MW AC, then, within thirty (30) days of receipt of such Interconnection Agreement amendment, the Town's Principal Assessor and Medway Grid shall agree upon a revised future payment schedule for the Project reflecting a *pro rata* increase in such payments. The revised PILOT Payment schedule shall take effect for the subsequent fiscal year. In the event that the parties are unable to agree upon a revised payment schedule within such thirty (30) day period, the Parties shall resolve the dispute in accordance with Section 22 below. In the event that the dispute resolution process set forth in Section 22 is initiated, the Town shall have a limited right to audit and inspect Medway Grid's records during the informal negotiation stage of the process, as and to the extent provided in G.L. c. 59. The scope of such

audits shall be limited to reviewing information that is reasonably necessary to ascertain the accuracy of the information provided or omitted on Medway Grid's most recent annual certification. Such examinations shall be made upon not less than seven (7) days' prior notice during normal business hours at the Project and in such manner as to not unreasonably interfere with Medway Grid's normal business activities. If such records are not kept at the Project, Medway Grid shall deliver (at its sole expense) copies of such records to the office of the Town's Principal Assessor. Any information provided to the Town as part of an audit shall be treated as confidential. In the event the Town requests documents or information that Medway Grid determines is proprietary, upon request by Medway Grid, the Parties will enter into a commercially reasonable confidentiality agreement in order to limit disclosure of such information.

For the purpose of this PILOT, *Force Majeure* shall means any cause not within the reasonable control of Medway Grid which precludes it from carrying out, in whole or in part, its obligations under this PILOT, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; taking by eminent domain by any governmental entity of all or a portion of the Project; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or terrorism; or explosions. Nothing in this provision is intended to excuse Medway Grid from performing due to any governmental act, failure to act, or order, where it was reasonably within Medway Grid's power to prevent such act, failure to act, or order. Notwithstanding anything in the PILOT to the contrary, *Force Majeure* shall not mean:

(a) Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.

(b) Unavailability of equipment, repairs or parts for the Project, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Medway Grid directly or any supplier, manufacturer, shipper or warehouseman).

(c) Any nonpayment under this PILOT.

(d) Economic hardship of Medway Grid.

7. Failure to Make Timely Payments; Right to Cure. In accordance with G.L. c. 59, §57, the Town may assess interest for late payments of PILOT Payments due under the provisions of this PILOT. The Town expressly reserves all rights available to it respecting the collection of such PILOT Payments. In the event a payment is not timely received by the Town, the Town shall issue a notice of default to Medway Grid and Medway Grid shall have thirty (30) days (the "Cure Period"; the Cure Period is not intended to modify the timing or amount of any interest that accrues under G.L. c. 59, §57) from receipt of such notice within which to cure such default. If Medway Grid fails to timely cure the default, then within thirty (30) days after the end of the Cure Period, and at its sole option, the Town may declare this PILOT null and void, and the Project shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59.

8. Mutual Benefits. The Parties acknowledge that this PILOT is the result of good faith negotiations between the Parties and extensive efforts to determine the full and fair cash value of the Project and is fair and beneficial to them because it resolves all issues regarding taxation of the Project, avoiding substantial litigation cost and uncertainty. The Town acknowledges that this PILOT is beneficial to it because it will result in steady, predictable, and reasonable PILOT Payments from the Project. Medway Grid acknowledges that this PILOT is beneficial to it because it provides predictability and certainty with respect to taxation of the Project.

9. HCA. The obligations under this PILOT are completely severable from the obligations of the Parties under the HCA. A default under this PILOT shall not be considered a default under the HCA. A default under the HCA shall not be considered a default under this PILOT.

10. No Precedent. This PILOT is entered into in good faith to resolve future disputes and to achieve predictability and economic stability for both Parties by establishing a schedule of PILOT Payments based on reasonable, accurate, and reliable fair cash values for the Project. Accordingly, Medway Grid and the Town agree that neither Party shall seek to use the PILOT Payments agreed to under this PILOT in any future proceedings regarding the value of the Project in the Town (except for disputes related to this PILOT) or in any other proceeding regarding the value of any other Medway Grid property.

11. Advice of Counsel. The Parties have entered into this PILOT only after full and due consideration thereof and with the advice of their counsel and of their independent consultants.

12. Conditions Precedent. The obligations of the Parties under this PILOT are conditioned on (i) approval of this PILOT by the Town acting by Town Meeting; (ii) the Town promptly submitting this PILOT to the Massachusetts Department of Revenue ("DOR") and DOR approving this PILOT in writing within thirty (30) days of receipt; and (iii) the achievement of the Commercial Operation Date. In the event that DOR objects to this PILOT, this PILOT shall become null and void and of no further effect unless otherwise agreed by the Parties in writing.

13. Change in Law.

(a) Medway Grid and the Town hereby stipulate and agree that no portion of this PILOT shall be enforceable, and the PILOT shall terminate if a court of competent jurisdiction or a Massachusetts state agency having applicable jurisdiction has determined or declared any material portion of this PILOT to be illegal, void, or unenforceable and such determination or declaration is not subject to further appeal by either Party.

(b) Medway Grid and the Town hereby stipulate and agree that no portion of this PILOT shall be enforceable, and the PILOT shall terminate, if the Massachusetts General Court abolishes an *ad valorem* tax on property used for the storage of electricity.

(c) In the event that the Massachusetts General Court enacts another means of taxation or assessment in addition to *ad valorem* taxation applicable to the Project during the

term of the PILOT, the PILOT Payments due under the PILOT shall be reduced each year by the amount of such taxes or assessments actually paid by Medway Grid.

14. Renegotiation Obligations. Medway Grid and the Town agree that in the event this PILOT terminates pursuant to the provisions of Section 13 of this PILOT, and that such event does not occur through the direct fault of either Party, the Parties will in good faith attempt to negotiate a new agreement which will seek to accomplish and implement the objectives and purposes of this PILOT for the same term as is addressed by this PILOT.

15. Medway Grid's Representations and Warranties. Medway Grid hereby makes the following representations and warranties to the Town:

(a) Medway Grid is a Delaware limited liability company, validly existing and in good standing under the laws of the state of Delaware and has the full power and authority to carry on its business as it is now being conducted.

(b) This PILOT constitutes the legal, valid and binding obligation of Medway Grid enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles. Medway Grid has taken all necessary action to authorize and approve the execution and delivery of this PILOT.

(c) To the best of Medway Grid's knowledge, none of the documents or information furnished by or on behalf of Medway Grid to the Town in connection with negotiation and execution of this PILOT contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

(d) The person executing this PILOT on behalf of Medway Grid has the full power and authority to bind it to each and every provision of this PILOT.

(e) Medway Grid is not a distribution or electric company as defined under G.L. c. 164, §1.

16. Town's Representations and Warranties. The Town hereby makes the following representations and warranties to Medway Grid:

(a) The Town is a municipal corporation and body politic of the Commonwealth of Massachusetts.

(b) Subject to satisfaction of the conditions precedent in Section 12, this PILOT constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms. The Town will take all necessary action to authorize and approve the execution and delivery of this PILOT.

(c) The Town is not prohibited from entering into this PILOT and discharging and performing all of its covenants and obligations to be performed under and pursuant to this

PILOT by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Town is a party or by which the Town is bound.

(d) The person executing this PILOT on behalf of the Town has the full power and authority to bind it to each and every provision of this PILOT.

17. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under the PILOT shall be in writing and addressed to the following:

If to the Town:

Michael E. Boynton
Town Administrator
Medway Town Hall
155 Village Street
Medway, MA 02053
(508) 533-3200 (phone)
mboynton@townofmedway.org

with a copy to:

Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
P.O. Box 205
Woodstock, Vermont 05091
802.457.9050 (phone)
jbernstein@bck.com

If to Medway Grid:

Medway Grid, LLC
c/o VC Renewables LLC
110 Edison Place, Suite 312
Newark, NJ 07102
Attn: Michael Cocchimiglio & Andrew Catania
Email: mci@vcrenewables.com & afc@vcrenewables.com

with a copy to

Medway Grid, LLC
c/o Vitol Inc.
2925 Richmond Ave., 11th Floor
Houston, TX 77098
Attn: General Counsel
Email: legalhouston@vitol.com

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the PILOT; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the PILOT; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the PILOT. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

18. Entire and Complete Agreement; Binding Effect. This PILOT, along with the Exhibit(s) attached (or to be attached) hereto, constitute the entire and complete agreement of the parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This PILOT shall bind and inure to the benefit of the Parties to this PILOT and any successor or assignee acquiring an interest hereunder.

19. Survival. Termination of this PILOT for any reason shall not relieve Medway Grid of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations to make payments due on or before such termination as set forth in Sections 3 and 4.

20. Other Documents. Each Party promises and agrees to execute and deliver, or cause to be executed or delivered, any instruments, documents and assurances and to perform any acts which may be necessary or reasonably requested by the other Party in order to give full effect to this PILOT, including customary lender consent documents as requested by Medway Grid.

21. Governing Law. This PILOT and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

22. Dispute Resolution. Unless otherwise expressly provided for in this PILOT, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this PILOT between the Town and Medway Grid. The Town and Medway Grid agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this PILOT.

Any dispute that arises under or with respect to this PILOT that cannot be resolved in the daily management and implementation of this PILOT shall in the first instance be the subject of informal negotiations between representatives of Medway Grid and the Town Administrator of Medway, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the

dispute arises, unless it is modified by written agreement of the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Norfolk County Superior Court, Dedham, Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this PILOT. In any such judicial action, the "Prevailing Party" shall be entitled to payment from the opposing party of its reasonable costs and fees, including but not limited to attorneys' fees, arising from the civil action. As used herein, the phrase "Prevailing Party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

23. Confidentiality. The Parties understand that the Town is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, §10 and G.L. c. 4, §7, cl. 26, pursuant to which all documents and records made or received by the Town shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Town's duty set forth in the preceding sentence, if either Party or its representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the facility or of a Party's business ("Confidential Information"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this PILOT.

Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under all applicable laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

24. Amendments. This PILOT may only be amended or modified by a written amendment to the PILOT signed by both Parties hereto.

25. Severability. If any section, phrase or portion of the PILOT is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the PILOT will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the PILOT and the benefits to the Parties are not substantially impaired.

26. Headings and Captions. The headings and captions appearing in this PILOT are intended for reference only, and are not to be considered in construing the PILOT.

27. Counterparts; Scanned Copies. This PILOT may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this PILOT bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this PILOT notwithstanding the failure or inability to produce or tender an original, executed counterpart of this PILOT and without the requirement that the unavailability of such original, executed counterpart of this PILOT first be proven.

28. Waiver. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the PILOT shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the PILOT shall only be effective if made in writing and signed by the Party who is making such waiver.

29. Joint Workproduct. This PILOT shall be considered the workproduct of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

30. Successors and Assigns. This PILOT shall be binding upon Medway Grid, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Medway Grid, the Town and each of their affiliates, parents, successors and permitted assigns. This PILOT shall be binding upon, and shall be assignable without prior consent of the Town, provided that such assignment is a collateral assignment to an entity providing financing for construction, operation or maintenance of the Project, which collateral assignment will not relieve Medway Grid of its obligations hereunder. The obligations created under this PILOT will run with the Project. In the event that Medway Grid sells, transfers, leases or assigns the Project or all or substantially all of its interest in the Project, this PILOT will thereafter be binding on the purchaser, transferee, or assignee. Medway Grid shall provide written notice of any sale, transfer, lease or assignment to the Town promptly after such transaction takes effect. A notice of this PILOT may be recorded by Medway Grid in the applicable Registry of Deeds upon execution.

31. No Joint Venture. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

32. Good Faith. All rights, duties and obligations established by this PILOT shall be exercised in good faith and in a commercially reasonable manner.

33. No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this PILOT shall be deemed to be an agreement by the Town to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of the Town or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with all applicable laws.

34. Certification of Tax Compliance. Pursuant to M.G.L. c. 62C, § 49A, Medway Grid by its duly authorized representative, certifies under pains and penalties of perjury that it has complied with all laws of the Commonwealth related to taxes, reporting of employees and contractors, and withhold and remitting of child support.

[*signature page follows*]

Executed under seal as of the date first above-written.

TOWN OF MEDWAY

By: _____
Name: Frank Rossi
Title: Select Board Chair

MEDWAY GRID, LLC

By: _____
Name: Michael Cocchimiglio
Title: CEO & Head of Development

EXHIBIT A
Description of Project

As used herein, the term "Project" shall include all of the following real and personal property:

The Project is a 250MW/500MWh battery energy storage system and ancillary project substation to be located on the south side of Milford Street (Route 109) in the Town of Medway, Massachusetts. The Project is comprised of the addresses known as 49 Milford Street (tax parcels 56-006 & 46-055), 53 Milford Street (tax parcel 46-056) and 55 Milford Street (tax parcel 46-057) and totals approximately 10.6 acres. Of this 10.6 acre site, approximately 5.2 acres will be developed for the battery energy storage system and the ancillary Project substation.

Prior to construction of the Project, the properties are currently developed with 3 residential homes, accessory structures like a barn and shed, and an auto repair shop. The Project also includes a new 345kV underground transmission line of approximately 1,325 linear feet, interconnecting the project substation to the existing West Medway Substation. The transmission line will traverse two parcels owned and/or controlled by Eversource which are known as 53-R Milford Street (56-004) and 34 West Street (66-012). The Project will obtain an easement, license or alternate instrument from Eversource in order to place the transmission line within these parcels and the location of the transmission route has been designed to avoid biological resources. The easement or license will be 25 feet in width, however the roadway that allows for access along the route will be approximately 12 feet. The Project is designed to utilize lithium-ion batteries which will be housed in approximately 141 above-ground enclosures. The enclosures will be arranged throughout the site in a back-to-back orientation and spaced in compliance with the manufacturer's installation requirements. The project will also include approximately 71 medium voltage transformers. The enclosures and the medium voltage transformers will be supported on concrete slabs and pier foundations and surrounded by crushed stone. The Project will also include a stormwater management system and associated above ground detention basin, internal circulation roads as well as a combination of a security fence and a sound attenuation barrier.

The Project substation will be located entirely on the Project site to the south of the battery energy storage system. The substation equipment is included, but not limited to, a 345kV/34.5 kV main power transformer, switchgear, circuit breakers, disconnect switches, low and high buses. This substation equipment will be within a graveled yard and surrounded by security fencing.

Additional detail regarding the Project is available in the following public filings:

- MEPA EEA Number 16525
- EFSB 22-02

- DPU 22-18
- DPU 22-19

The Project includes all land on which the battery energy storage system is located.