

COMMUNITY BENEFITS AGREEMENT

This COMMUNITY BENEFITS AGREEMENT (“CBA” or the “Agreement”) is entered into as of the ____ day of May, 2026 (“Effective Date”), by and between the Town of West Brookfield, Massachusetts, (the “Town”) a municipal corporation and body politic of the Commonwealth of Massachusetts, having its offices at 2 East Main Street, West Brookfield MA, 01585 and Agilitas Energy, LLC (“Agilitas, “or “Project Company”), having a business address of 401 Edgewater Place #570, Wakefield, MA 01880. Town and Agilitas/Project Company are also referred to herein collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS The Town is a host community to proposed photovoltaic solar projects at 18 Beaman Road and Coy-Hill Road in West Brookfield, MA 01585 (“Solar Projects”).

WHEREAS The Town Zoning Board of Appeals has granted Special Permits to the Solar Projects.

WHEREAS The Solar Projects must interconnect with the Massachusetts Electric Company, d/b/a National Grid (“National Grid”) electric distribution system in order to generate electricity and the only feasible interconnection option requires the construction of interconnection facilities, including utility poles and associated equipment (“Interconnection Facilities”), alongside certain public roads in the Town including Beaman Road, Coy-Hill Road, Pierce Road, Ragged Hill Road, and Lyon Road (“Road Interconnection Option”).

WHEREAS The Town Board of Selectmen (“BOS”) has approved certain Grants of Location for utility poles along the Road Interconnection Option.

WHEREAS Construction of the Interconnection Facilities will require approval from (i) the BOS with respect to additional utility pole Grants of Location, and (ii) the BOS pursuant to the Public Shade Tree Act (G. L. c. 87 §§ 1-14).

THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Agilitas hereby covenant and agree as follows:

1. Cooperation Between Project Company and Town

The Town and Agilitas have entered into this Agreement to foster a cooperative working relationship with respect to the Solar Projects. Both Parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to reasonably cooperate to the extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a reasonable manner.

2. Term

This Agreement shall commence on the Effective Date hereof and, except as otherwise provided herein, shall end on the date that the Solar Projects cease operation. The provisions of the Agreement that shall expressly survive expiration or earlier termination of this Agreement are set forth in Section 15 below.

3. Solar Projects Benefits and Commitments

Agilitas represents, warrants and agrees:

- a. Agilitas will provide a one-time payment of \$250,000 to the Town as mitigation for any impacts on the Town associated with the Solar Projects and Interconnection Facilities (“Mitigation Fund”). \$125,000 of the Mitigation Fund shall be payable at the commencement of electrical construction of the Interconnection Facilities, which for purposes of this Agreement, shall occur on the date that National Grid has installed at least one (1) new or replacement utility pole, and \$125,000 of the Mitigation Fund shall be payable at Commercial Operation of the Solar Projects. Commercial Operation shall occur upon the date(s) that the Solar Projects receive both a Certificate of Completion from the Town and Authorization to Interconnect from National Grid, hereinafter “Commercial Operation Date.”
- b. Upon Commercial Operation of the Solar Projects, through the Commonwealth’s net-metering program set forth in G.L. c. 164, §§ 138 through 140 and 220 CMR 18.00, Agilitas will provide net-metering credits up to a maximum of 750,000 kWh per twelve (12) month period at a fifteen percent (15%) discount to be applied to the electric bills for all municipal buildings in the Town, including but not limited to the town hall, police station, housing authority, library, and elementary school for the commercial life of the Solar Projects. Agilitas warrants and represents that it possesses sufficient net-metering credits to fulfill the obligation to the Town set forth in this paragraph irrespective of the amount of such credits generated by the Solar Projects.
- c. Any Town abutter that experiences the loss of an adjacent live tree(s), but not a hazard tree, caused by the construction of the Road Interconnection Option will be eligible to request the replacement of said tree(s). All such requests for tree replanting must be received no later than the Commercial Operation Date. Agilitas agrees to provide a list of any proposed mitigation to abutters to the BOS for approval prior to issuance of the same, with such approval to be not unreasonably withheld. Agilitas shall use reasonable efforts to cause National Grid to provide all Town abutters with at least sixty (60) days advance written notice to apply for mitigation pursuant to this subsection. Any mitigation funded by Agilitas pursuant to this Section shall be deducted from the \$125,000 of the Mitigation Fund payable at Commercial Operation of the Solar Projects. The total value of mitigation for all abutters funded pursuant to this Section shall not exceed \$25,000.
- d. Agilitas will reimburse the Town up to a maximum of \$25,000 for reasonable attorney and consulting fees incurred by the Town since February 1, 2026, for negotiating this and other agreements with Agilitas. Agilitas agrees to make such reimbursement payment no later than June 15, 2026. For avoidance of doubt, any such reimbursement payment made by Agilitas pursuant to this Section shall not be deducted from the Mitigation Fund. In addition, Agilitas agrees to reimburse the Town up to a maximum

of \$75,000 for reasonable attorney fees incurred by the Town after June 15, 2026 for any additional legal matters associated with this Agreement or the Solar Projects. Any such additional reimbursement shall not be deducted from the Mitigation Fund.

4. Facilitation of the Project

The Town agrees to make reasonable efforts to facilitate the timely review of all Agilitas' and National Grid's applications for local permits and approvals for the Solar Projects and interconnection facilities. This Section is not intended to and shall not be construed to imply that the Town is required or has the authority to influence or direct the outcome of any application submitted to any independent, local permit-issuing authority; nor does it imply that the Town will treat the Solar Projects or interconnection facilities differently than any other similar project, or that it has the independent or concurrent authority to issue or cause the issuance of any permits or other such approvals for the Solar Projects or interconnection facilities. Further, this Section is not intended to limit the exercise of the Town's police or other regulatory powers, including, without limitation, as concerns public health and safety.

5. Representations and Warranties

a. Town Representations and Warranties. As of the Effective Date, the Town represents and warrants to Project Company:

- i. The Town is a municipality in the Commonwealth of Massachusetts with full legal right, power, and authority to enter into and to fully and timely perform its obligations under this Agreement.
- ii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Town has full authority to do so and to fully bind the Town; and
- iii. The Town knows of no pending or threatened (in writing) action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against the Town wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Town's ability to carry out its obligations under the Agreement.

b. Project Company Representations and Warranties. As of the Effective Date, Project Company represents and warrants to the Town:

- i. Project Company has full legal capacity to enter into this Agreement.
- ii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Project Company has full authority to do so and to fully bind Project Company; and

- iii. Project Company knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Project Company or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Project Company's ability to carry out its obligations under the Agreement.

6. Events of Default; Remedies; Limitation of Liability

- a. Events of Default by Project Company. The following shall each constitute an event of default by Project Company ("Project Company Event of Default"):
 - i. Project Company breaches any non-monetary material obligation under the Agreement and fails to cure such breach within thirty (30) days after notification by the Town of the breach.
 - ii. Project Company fails to make any payment due under this Agreement by the due date and fails to cure such breach within seven (7) days after written notification from the Town.
 - iii. If any material representation or warranty made by Project Company in this Agreement was misleading or false in any material respect when made and Project Company does not cure the underlying facts so as to make such representation or warranty correct and not misleading within thirty (30) days of written notice from the Town.
 - iv. Project Company: (a) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district, or territory thereof; (b) makes an assignment for the benefit of creditors; (c) consents to the appointment of a receiver of the whole or any substantial part of its assets; (d) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety days after the filing thereof; (e) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Project Company's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety days from the date of entry thereof; or (f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Project Company's assets and such custody or control is not terminated or stayed within ninety days from the date of assumption of such custody or control; or
 - v. Project Company consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another

entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger, or transfer, each, and all of the obligations of Project Company under this Agreement.

7. Events of Default by Town

It shall constitute an event of default by the Town (“Town Event of Default”) if the Town breaches any non-monetary material obligation under the Agreement and fails to cure such breach within sixty (60) days after notification by Project Company of the breach.

8. Remedies; Limitations

In the event of a Project Company Event of Default under Section 6 (a) (subject to any cure rights in said section), the Town may terminate this Agreement and/or initiate legal action to recover damages from Project Company. In addition, for Events of Default under Section 3 of this Agreement, to all amounts due and owing, the Town shall add to any amount due and owing a 12% interest charge per year, prorated for the length of such Project Company Event of Default.

9. NO CONSEQUENTIAL OR PUNITIVE DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL), LOST PROFITS, OR PUNITIVE DAMAGES OF ANY CHARACTER RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS OF INDEMNIFICATION BY THE TOWN FOR CLAIMS OF THIRD PARTIES TO THE EXTENT THAT SUCH THIRD PARTY CLAIMS ARE NOT SUBJECT TO SUCH LIMITATIONS

10. Assignment

Project Company agrees that this Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Solar Projects. Project Company further agrees that it will not sell, lease or otherwise dispose of the Solar Projects (each a “Transfer”) to any person or entity (a “Transferee”) unless (i) such person or entity has the resources and ability (no less than the resources and ability of Project Company) to comply with all obligations of Project Company hereunder, including but not limited to the obligation to operate the Solar Projects in accordance with Applicable Laws and in accordance with this Agreement and (ii) at the time of such Transfer, Project Company obtains a written agreement of the Transferee to be bound by this Agreement, in which case written notice will be provided to the Town with a copy of such written agreement. Any assignment by Project Company in connection with any financing, or to any entity controlling, controlled by, or under common control with Project Company shall not be considered a Transfer.

11. Termination

This Agreement may be terminated for any of the following events of termination:

- a. By mutual agreement of the Town and Project Company.

- b. By Project Company in the event that it abandons the Solar Projects prior to (i) the commencement of construction of interconnection facilities or (ii) the Commercial Operation Date or in the event there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation, or injunction that prevents Project Company from constructing or operating the Solar Projects; or
- c. By the Town in the event of a Project Company Event of Default pursuant to Section 6 (a) (subject to any cure rights provided in said section).

12. Force Majeure

For the purposes of this Agreement, “*Force Majeure*” means any cause not within the reasonable control of the Town or Project Company, as applicable, which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; pandemics; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lockouts or other industrial disturbances; acts of public enemies; acts of terrorism; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, other than in the normal course of the business of granting or denying approvals, permits or consents; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Project Company from performing due to any governmental act, failure to act, or order, where it was reasonably within Project Company’s power to prevent such act, failure to act, or order, or where such act, failure to act, or order was otherwise due to some fault of Project Company. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean:

- a. Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Solar Projects.
- b. Any nonpayment under this Agreement.
- c. Economic hardship of Project Company.

13. Notices

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

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 Agreement. (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 Agreement; or (c) if by next-day 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 Agreement. 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 (automatic replies shall not constitute confirmation) 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 promptly giving notice thereof in the manner required herein.

To Agilitas:

Barrett Bilotta
President and CEO,
401 Edgewater Place, suite 570
Wakefield, MA 01880
bbilotta@agilitasenergy.com

With a Copy to:

Greenberg Traurig, LLP
One International Place, Suite 2000
Boston, MA 02110
Attn: John DeTore, Esq.
detorej@gtlaw.com
David Fixler, Esq.
fixlerd@gtlaw.com

To the Town:

Theresa Cofske, Town Administrator
West Brookfield Town Hall
2 East Main Street
West Brookfield, MA
tfcofske@wbrookfield.com

With a Copy to:

Christopher J. Petrini
Town Counsel
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
cpetrini@petrinilaw.com

14. Entire and Complete Agreement; Binding Effect

This Agreement, along with the Exhibit(s) attached (or to be attached) hereto, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof, and may not be contradicted by any prior and contemporaneous understandings, arrangements, and commitments, all of which, whether oral or written, having been merged herein. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

15. Survival

Termination of this Agreement for any reason shall not relieve of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Sections 9, 17, 18 and 19.

16. Other Documents

Each Party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably requested by the other party in order to give full effect to this Agreement.

17. Governing Law

This Agreement 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.

18. Dispute Resolution and Venue

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Town and Project Company. The Town and Project Company agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement as follows.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from Project Company and the Town, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty days from the time the dispute arises unless it is modified by written agreement of the Parties. 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 Section of this provision, the Parties agree to submit the dispute to non-binding mediation. Within fourteen 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, Boston office, to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty days, unless such time period is modified by written agreement of the Parties involved in the dispute, provided that the Parties shall not be required to attend more than a single, 6-hour day of mediation. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation and split the fees of the mediator equally.

If the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be Worcester County Superior Court. Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent perceived irreparable harm that would be caused by a breach of this Agreement, and nothing in

this section shall prevent a Party from terminating this Agreement in accordance with the terms hereof notwithstanding any pending dispute resolution.

19. 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 Solar Projects or of a Party's business ("Confidential Information"), the receiving Party shall maintain the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information and refrain from using such Confidential Information except in the negotiation, performance and enforcement of this Agreement. Notwithstanding the foregoing or any other contrary provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the wrongful disclosure of the receiving Party; (ii) is required to be disclosed by a Governmental Authority, under Applicable Laws or pursuant to a validly issued subpoena; (iii) is independently developed by the receiving Party; (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality; or (v) does not fall within any exemption set forth in M.G.L. c.4, § 9, cl. 26. Further notwithstanding the foregoing, the good faith failure of a Party to comply with the foregoing provision shall not constitute a breach of this Agreement entitling the non-breaching Party to damages.

20. Amendments

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

21. Severability

If any Section, phrase or portion of the Agreement 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 Agreement 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 Agreement and the benefits to the Parties are not substantially impaired.

22. Headings and Captions

The headings and captions appearing in this Agreement are intended for reference only and are not to be considered in construing the Agreement.

23. Counterparts; Scanned Copies

This Agreement 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 Agreement 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 Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

24. 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 Agreement 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 Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

25. Joint Work Product

This Agreement shall be considered the work product of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

26. Successors and Assigns

This Agreement shall be binding upon Project Company, Town and each of Project Company's affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Project Company, Town and each of Project Company's affiliates, parents, successors and permitted assigns.

27. 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.

28. Further Assurances

From time to time and at any time at and after the execution of the Agreement, each Party shall exercise reasonable efforts to negotiate and, where agreed, execute, such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement. Project Company shall forthwith pay the reasonable attorneys' fees incurred by the Town in negotiating such documents and assurances.

29. No Limitation of Regulatory Authority

The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Town to issue or cause or agree to the issuance of any permit or approval, or to limit or otherwise affect the ability of Town or the Commonwealth of Massachusetts to fulfill its

regulatory mandate or execute its regulatory powers consistent with Applicable Laws, nor an agreement by the Town to influence any official or body in the exercise of such regulatory mandate or regulatory powers.

ACCEPTED AND AGREED WITH CONSENT
AND WAIVERS GRANTED:

(the "Town")
Town of West Brookfield, Massachusetts

By: _____

Title: _____

Date: _____

ACCEPTED AND AGREED WITH CONSENT
AND WAIVERS GRANTED:

(the "Project Company")
Agilitas Energy, LLC

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Christopher J. Petrini
Town Counsel
Dated: May __, 2026