

RECORD AND RETURN TO:

[]

~ Recording Information Area ~

EASEMENT

This Easement ("Easement") is entered into by and between the **Town of Barnstable**, a Massachusetts municipal corporation, acting by and through its Town Manager, having a mailing address of 367 Main Street, Hyannis, Massachusetts 02601 ("Grantor" or the "Town" which expression includes its successors and assigns) and **Park City Wind LLC**, a Delaware limited liability company, having a mailing address 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210 ("Grantee" which expression includes its successors and assigns).

WHEREAS, Grantor owns that certain real property consisting of a recreational sanded beach and paved parking area located at 997 Craigville Beach Road and known as Craigville Beach, being Parcel 206-013 of the records of the Town of Barnstable Assessor (the "Property") pursuant to that Order of Taking by Eminent Domain from Yavapai Investment Co., dated June 26, 1923, recorded with the Barnstable County Registry of Deeds (the "Registry") in Book 393, Page 508, and that certain Release Deed from Yavapai Investment Co. dated October 30, 1924, recorded with said Registry in Book 411, Page 293. The Property is also shown on the plan recorded with the Registry in Plan Book 13, Page 85;

WHEREAS, Grantee proposes to construct a wind generating facility in federal waters south of Martha's Vineyard currently designated as BOEM lease area number OCS-A-0534 and leased by Grantee from the United States of America (Department of the Interior, Bureau of Ocean Energy Management), and to connect that facility via cables into state waters and eventually to one or more electrical sub-stations in the Town in order to connect to the regional electric grid (collectively, the "Project"). The cables consist of subsurface high voltage (115 kilovolt or greater) electric power transmission lines, along with associated subsurface appurtenances including but not limited to telecommunications lines, conduits, duct banks, bays and vaults, and together with surface appurtenances for access including manholes and handholes (collectively, the "Transmission Lines");

WHEREAS, Grantor wishes to support the Project and has entered into that certain Second Host Community Agreement dated as of May 6, 2022, as amended by a First Amendment to the Second Host Community Agreement executed November 3, 2022 (as amended, the “Host Community Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, pursuant to the Host Community Agreement, Grantor has agreed to provide Grantee with an exclusive easement through, under and on certain areas of the Property for the purpose of constructing, installing, inspecting, operating, maintaining, repairing and replacing, the Transmission Lines;

NOW THEREFORE, in consideration of payments by Grantee to Grantor and the mutual promises specified in the Host Community Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee, with quitclaim covenants, an exclusive subsurface right and easement (and a limited surface right and easement) through, under, and on certain areas of the Property (the “Easement Area”) for the purpose of constructing, installing, inspecting, operating, maintaining, repairing, and replacing the Transmission Lines for the Project. The Transmission Lines for such Project shall include, without limitation, up to two (2) subsurface conduits having a width of approximately thirty (30) inches each between Nantucket Sound to Craigville Beach Road, two (2) subsurface joint bays for power cables having dimensions of approximately twenty (20) feet by sixty-four (64) feet each under the paved parking area, two (2) subsurface fiber optic splice vaults having dimensions of approximately four (4) feet by six (6) feet each under the paved parking area, and subsurface duct banks, surface manhole and hand hole covers, and other appurtenances within the paved parking area, together with the non-exclusive right and easement to pass and repass on the Property by foot and with vehicles and equipment to carry out the provisions of this Easement. Grantor hereby also grants to Grantee a non-exclusive license through, under and on areas of the paved parking area within the Property from time to time (the “Temporary License Areas”) for the purpose of laydown, construction, maintenance, repair and/or replacement activities in connection with the Transmission Lines. The initial location of the Easement Area shall be determined by Grantee subject to Grantor’s approval (which shall not be unreasonably withheld, conditioned, or delayed, consistent with the provisions of this paragraph and with Grantor’s express cooperation obligations pursuant to Section 8(c) of the Host Community Agreement) prior to commencement of construction of the Transmission Lines, with such adjustments as may be required to accommodate field conditions encountered during construction, with the final location of the Easement Area be determined after completion of construction. The approximate locations of Temporary License Areas shall be determined by Grantee, from time to time, subject to Grantor’s approval (which shall not be unreasonably withheld, conditioned, or delayed, consistent with the provisions of this paragraph and with Grantor’s express cooperation obligations pursuant to Section 8(c) of the Host Community Agreement) prior to commencing construction, maintenance, repair and/or replacement activities in connection with the Transmission Lines. Grantee shall use reasonable efforts to minimize (i) the respective area of the Easement Area and the Temporary License Areas, and (ii) subject to the

Host Community Agreement, the periods of time in which Grantee is actively utilizing the Temporary License Areas, in each case consistent with sound engineering practice, cost and/or safety considerations and regulatory requirements. Following mutual consultation Grantee shall provide Grantor with such preliminary and final plans of the respective areas of the Easement Area and the Temporary License Areas for Grantor's approval, which approval Grantor shall not unreasonably withhold, condition, or delay, consistent with Grantor's express cooperation obligations pursuant to Section 8(c) of the Host Community Agreement. In determining whether Grantor's approval has been unreasonably withheld, conditioned or delayed for the purposes of this paragraph, the needs of Grantee to accommodate field conditions encountered during construction, sound engineering practices, cost and/or safety considerations, and regulatory requirements shall control. Upon completion of construction of the Transmission Lines and final determination of the Easement Area, Grantee shall record with the Registry a survey specifying the Easement Area, and Grantor shall execute such instrument(s) as may be reasonably necessary to allow Grantee to record said survey. Except as expressly provided above, Grantor hereby reserves all surface rights in the Property. Furthermore, Grantor shall have the right to laterally cross beneath the Easement Area to install, maintain, repair and replace, from time to time, pipes, cables, lines, conduits and other appurtenances (collectively, the "Grantor Installations"), provided that (i) the Grantor Installations shall not interfere with the operation, maintenance, or repair of the Transmission Lines, (ii) the location and method of installation of Grantor's Installations shall be subject to Grantee's prior approval (which approval Grantee shall not unreasonably withhold, condition, or delay); and (iii) the Grantor Installations shall be at Grantor's sole risk and expense, and hereby Grantor waives all right to assert that the Transmission Lines interfere with the operation of the Grantor Installations.

2. Grantee agrees to procure all required permits and approvals, and to coordinate construction schedules and construction plans for the Transmission Lines with the requisite Town departments in accordance with then existing Town policies, practices, and procedures. Grantee shall comply with the requirements of existing ordinances and regulations, and such future ordinances and regulations as may hereafter be adopted governing the construction and maintenance of the Transmission Lines (provided such future ordinances and regulations shall not materially interfere with the construction and operation of the Transmission Lines), and with all provisions of said Host Community Agreement, and such amendments thereto as may be made hereafter. Grantee shall perform all work to the requirements and satisfaction of the Department of Public Works, or other such officer(s) as may be hereafter appointed by Grantor. Upon completion of any work pursuant to this Easement, Grantee shall reasonably restore the surface of all other portions of the Property that are disturbed during the exercise of the construction, maintenance, repair and/or replacement of the Transmission Lines; provided that upon completion of construction, at Grantor's election, Grantee shall either repave the western half of the parking area or provide Grantor with funds sufficient to permit Grantor to repave such portion of the parking area. Grantor and Grantee agree that no work shall be performed on the Property, no part of the surface of the Property shall be opened and the Temporary License Areas shall not be used or occupied between Memorial Day and Labor Day, except for emergency maintenance or repairs and in accordance with existing ordinances and regulations.

3. Grantee shall be responsible, at its sole cost and expense and in its sole and absolute discretion, for maintenance and repair of the Transmission Lines. In no event shall Grantor have

any obligation to install, construct, operate, inspect, maintain, repair, or replace the Transmission Lines.

4. Grantee hereby releases and agrees to indemnify, defend, and hold Grantor harmless from and against any and all losses, liabilities, costs, claims, suits, judgments, or damages (including reasonable attorney fees and reasonable court costs) suffered or incurred by Grantor in connection with the exercise by Grantee of the rights and easements granted herein.

5. Grantor acknowledges that the Transmission Lines are the personal property of Grantee and shall not become fixtures, and that Grantor has no right, title, or interest in the same.

6. This Easement is for the exclusive use of Grantee and its successors and assigns only for the purposes of the installation, construction, operation, maintenance, repair, and replacement, from time to time, of the Transmission Lines (including duct bank capacity) intended for the transmission of power generated in connection with the Project. Grantee may assign this Easement to any entity (provided said entity agrees not utilize this Easement to transmit energy generated from facilities located within Nantucket Sound, as that area is defined in Exhibit A to the Host Community Agreement) that acquires the Project or, prior to its construction, the development rights thereto, and may grant mortgages, collateral assignments or security interests in this Easement and the Transmission Lines in connection with the financing of the Project, and shall provide written notice to Grantor of any such assignment, mortgages, collateral assignments, or security interests. As a condition precedent to the validity of a transfer of any interest in this Easement to a third party, any heir, successor, or assign to this Easement shall accept in writing delivered to the Town before the transfer the rights of this Easement subject to all conditions upon which this Easement is granted, including the conditions of the Host Community Agreement. Without limiting or expanding the foregoing and solely for the avoidance of all doubt, this Easement does not authorize any use by any entity that generates energy from a location within Nantucket Sound (as such term is defined in the Host Community Agreement). The grant of this Easement is not and shall not be construed as a consent of the Town to an eminent domain taking of the easement lands pursuant to G.L. c. 164, § 72 or any other statute or regulation of similar import now or hereafter enacted.

7. This Easement shall: (i) expire upon the expiration of BOEM lease OCS-A-0534 (or other comparable right to operate offshore wind turbines) to Grantee, including any existing or future extensions or renewals of the same; (ii) terminate if Grantee, or its successors or assigns, permanently cease to use the Easement Area for the Project; (iii) terminate if Grantee, or its successor or assigns, does not commence construction of the Project by December 15, 2026 (as evidenced by Grantee submitting an application to Grantor for a road opening/trench permit); (iv) be for the purpose of installing, constructing, inspecting, operating, maintaining, repairing, and replacing, from time to time, the Transmission Lines for the Project (including any subsequent project of Grantee that would not transmit energy generated from facilities located within Nantucket Sound, and (v) not be utilized by Grantee to serve facilities that generate energy from within Nantucket Sound. Upon expiration, partial expiration, or earlier termination of this Easement, Grantee shall promptly deliver to Grantor a Notice of Termination suitable in form and content to Grantor for recording with the Registry. If construction of the Project is not commenced by December 15, 2026 and Grantee does not deliver a Notice of Termination in suitable form and content to effectuate Paragraph 7(iii), Grantor may record a Notice of Termination at the Registry.

Upon expiration or termination of this Easement, the Transmission Lines shall remain the sole property and obligation of Grantee, unless Grantor agrees in writing to allow Grantee to abandon its Transmission Lines.

8. This Easement shall be held by Grantee and its successors and assigns as an easement in gross.

9. This Easement has been approved by two-thirds of the General Court of the Commonwealth of Massachusetts pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts as evidenced by Chapter 135 of the Acts of 2022. The parties agree that the surface area of the Property shall remain a public recreational beach for safe, year-round use by the residents of the Town and invitees of Grantor and that Chapter 135 of the Acts of 2022 did not authorize a change of use of the surface area from a public recreational beach to another use. Accordingly, Grantee shall not permit or allow to continue any condition that would materially affect the safe use and operation of the surface area of the Property as a public recreational beach or cause a change of use of any portion of the surface of the Property.

10. The obligations and benefits created pursuant to this Easement shall run with and bind the Property. This Easement is binding on and inures to the benefit of Grantor and Grantee and their respective boards, board members, employees, directors, officers, agents, executors, administrators, personal representatives, successors, transferees and assigns. The obligations of Grantee herein are binding on Grantee and its successors and assigns but only with respect to each Grantee's respective period of ownership of the Project.

11. No recourse shall be had by Grantee or Grantor against any officer, board member, employee or agent of the other party for personal responsibility on the part of such person with respect to performance of responsibilities under this Easement.

12. This Easement (including the terms and conditions of the Host Community Agreement) constitutes the Parties' entire agreement on this subject. There are no written or oral representations or understandings on this subject that are not fully expressed in either this Easement or the Host Community Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

13. All notices which may or are required to be given hereunder shall be in writing and addressed as set forth below or as may be designated otherwise in writing by the recipient. Notices will be delivered by email and by certified mail, return receipt requested, and will be deemed delivered on the day of email delivery (subject to confirmation of receipt) or three (3) business days after deposit in the United States mail, whichever is earlier.

To the Town: Town Manager
 Town of Barnstable
 367 Main Street
 Hyannis, MA 02601
 Attn: Mark S. Ells
 Email: mark.ells@town.barnstable.ma.us

With a copy to: Town Attorney
Town of Barnstable
367 Main Street
Hyannis, MA 02601
Attn: Karen L. Nober, Esq.
Email: karen.nober@town.barnstable.ma.us

To Grantee: Park City Wind LLC
ATTN: Contract Administration
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Email: contract.administration@avangrid.com

With a copy to: Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Adam Kahn, Esq. and Tad Heuer, Esq.
Email: akahn@foleyhoag.com and theuer@foleyhoag.com

14. If any part of this Easement is found to be unenforceable for any reason, all other portions nevertheless remain enforceable.

15. This Easement shall be construed and enforced under Massachusetts law, without respect to its choice of law rules.

16. This Easement, executed in duplicate originals, shall be effective as of the date written below.

17. If any dispute arises regarding the interpretation or application of this Easement, the parties will use reasonable efforts to resolve it amicably before commencing litigation. Any such litigation shall take place in state courts sitting in Barnstable County in the Commonwealth of Massachusetts.

18. Each person executing this Easement represents that he or she is authorized to execute the Easement on behalf of the party for whom he or she is executing it.

19. Pursuant to Massachusetts General Laws, Chapter 64D, Section 1, the recording of this instrument is not subject to any excise tax on deeds.

(remainder of page intentionally blank)

Executed as a sealed instrument on July 2, 2024.

Grantor: **THE TOWN OF BARNSTABLE**
Acting By and Through its TOWN MANAGER

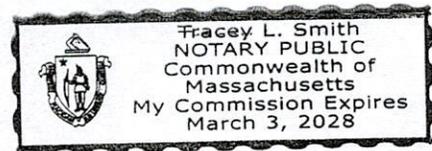
By: [Signature]
Name: Mark S. Ells
Title: Town Manager

THE COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE COUNTY

On this 2nd day of July, 2024, before me, the undersigned notary public, personally appeared Mark S. Ells, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that that he signed it voluntarily for its stated purpose as the Town Manager of the Town of Barnstable.

[Signature]
Notary Public
My Commission Expires: 3/3/2028



Grantee: PARK CITY WIND LLC

By: [Signature]
Name: Kenneth Kimmell
Title: Chief Development Officer

PARK CITY WIND LLC

By: [Signature]
Name: Bruno Ferruccio
Title: Attorney Representative

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

On this 25th day of June, 2024, before me, the undersigned notary public, personally appeared Kenneth Kimmell, proved to me through satisfactory evidence of identification, which were M102, to be the person whose name is signed on the preceding document, and acknowledged to me that (she)/(he) signed it voluntarily for its stated purpose as of Park City Wind LLC.



[Signature]
Notary Public
My Commission Expires: Feb 12, 2027

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

On this 25th day of June, 2024, before me, the undersigned notary public, personally appeared Bruno Ferruccio, proved to me through satisfactory evidence of identification, which were M102, to be the person whose name is signed on the preceding document, and acknowledged to me that (she)/(he) signed it voluntarily for its stated purpose as of Park City Wind LLC.



[Signature]
Notary Public
My Commission Expires: Feb. 12, 2027

EXHIBIT A

Host Community Agreement

SECOND HOST COMMUNITY AGREEMENT

1. PARTIES

This Second Host Community Agreement (the "Agreement") is entered into by the Town of Barnstable, a Massachusetts Municipal Corporation ("Barnstable" or "Town") and Park City Wind, LLC, a Delaware limited liability company ("Park City Wind" or "PCW") (together, "the Parties").

2. THE MASSACHUSETTS PROCEEDINGS

PCW proposes to construct a wind generating facility in federal waters south of Martha's Vineyard and to connect that facility via cables into state waters and eventually to the West Barnstable electrical substation in the Town in order to connect to the regional electric grid (collectively, the "Second Project", also known as the "Vineyard Connector 2" in filings with the DPU and EFSB) as more fully described as the preferred or noticed alternative route filed with the Commonwealth's Department of Public Utilities in D.P.U. 20-56 and 20-57, and with the Energy Facilities Siting Board in EFSB 20-01, or as otherwise approved in those dockets. The cables for the Second Project consist of electric power transmission lines, along with associated appurtenances including but not limited to substation equipment, telecommunications lines, duct banks, vaults, and vault access (collectively, "PCW Transmission Lines").

Notwithstanding any provision herein to the contrary, this Agreement relates solely to the Second Project as described in D.P.U. 20-56 and 20-57 and EFSB 20-01. Except as specifically identified herein, this Agreement does not relate to any matters now or hereafter filed with any Federal agencies including, without limitation, the United States Department of the Interior, the Federal Aviation Administration, or the United States Coast Guard.

3. STATEMENT OF PURPOSE

The Town wishes to support PCW in launching this important project, which will contribute to the region's renewable energy supply and bring significant revenue to the Town of Barnstable.

The Town believes that certain components of the Second Project could pose environmental risks to Nantucket Sound and to the Town's public drinking water supplies if not properly designed and managed. PCW acknowledges its responsibility to take every possible precaution to assure that, should the worst occur despite its best efforts, damage to the environment will be quickly, effectively, and comprehensively mitigated.

4. RECITATIONS

- A. WHEREAS, PCW is proposing to develop the Second Project in federal waters south of Martha's Vineyard and to connect the Second Project to the regional electric grid via PCW Transmission Lines in federal and state waters of Nantucket Sound and then across upland to electrical substations in the Town described below, and
- B. WHEREAS, the Town has previously opposed the proposed former Cape Wind project which was to be located on Horseshoe Shoals in Nantucket Sound, and

- C. WHEREAS, the Town believes that the Cape Wind project, because of its proposed location in Nantucket Sound, would have created numerous environmental risks to the public interest including, without limitation, the environment of Nantucket Sound, its beaches and estuaries, the water quality of the Town's sole source aquifer, air and marine navigation, endangered species, and the Commonwealth's Public Trust Rights and Obligations, and
- D. WHEREAS, the Town believes that the risks posed by the Cape Wind project, because of its proposed location in Nantucket Sound, would have been completely incompatible with considerations of environmental protection, public health, and public safety, and
- E. WHEREAS, PCW was not involved in the proposal or permitting of the former proposed Cape Wind project, nor is the Second Project located in the same vicinity as the former proposed Cape Wind project, and
- F. WHEREAS, if any proposed energy generating facility in Nantucket Sound (including, but not limited to wind generating facilities) was allowed to connect to the PCW Transmission Lines, both Parties agree that the Town would consider this to be an unacceptable outcome that clearly conflicts with the public interests, including the health, safety, and welfare of its residents, of the Town of Barnstable, and
- G. WHEREAS, PCW proposes to build a new electrical substation (the "PCW Substation") on a parcel of land commonly known and numbered as 8 Shootflying Hill Road, and to connect the PCW Substation to the Eversource West Barnstable substation off Oak Street where PCW's energy output will be connected to the regional electric grid, and
- H. WHEREAS, the proposed PCW Substation will house yet-to-be-identified electrical equipment, some of which is expected to be cooled by so-called dielectric fluids, and
- I. WHEREAS, PCW seeks to select a route for PCW Transmission Lines to the Eversource West Barnstable substation off Oak Street in Barnstable, and whereas the Parties desire (if possible) that said routes for said PCW Transmission Lines make landfall on property owned by the Town to support the Second Project that would not transmit energy generated from facilities located within Nantucket Sound, and
- J. WHEREAS, the Parties desire that the construction and operation of such facilities be undertaken in a manner that minimizes impact on the environment and the public, and that appropriate mitigation be put in place to protect such interests, and
- K. WHEREAS, based on the information currently made available to the Town, the Parties agree that this Agreement establishes obligations and commitments that, when implemented, will sufficiently address the Town's concerns (including but not limited to those regarding environmental risks to Nantucket Sound, the Town's public drinking water supplies, and minimization of the Second Project's impact on the environment and the public), and that the Town, by and through its Town Manager, therefore agrees to support the Second Project in furtherance of the mutual interests of the Parties with respect to these concerns and consistent with the terms of this Agreement,

SECOND HOST COMMUNITY AGREEMENT

1. PARTIES

This Second Host Community Agreement (the "Agreement") is entered into by the Town of Barnstable, a Massachusetts Municipal Corporation ("Barnstable" or "Town") and Park City Wind, LLC, a Delaware limited liability company ("Park City Wind" or "PCW") (together, "the Parties").

2. THE MASSACHUSETTS PROCEEDINGS

PCW proposes to construct a wind generating facility in federal waters south of Martha's Vineyard and to connect that facility via cables into state waters and eventually to the West Barnstable electrical substation in the Town in order to connect to the regional electric grid (collectively, the "Second Project", also known as the "Vineyard Connector 2" in filings with the DPU and EFSB) as more fully described as the preferred or noticed alternative route filed with the Commonwealth's Department of Public Utilities in D.P.U. 20-56 and 20-57, and with the Energy Facilities Siting Board in EFSB 20-01, or as otherwise approved in those dockets. The cables for the Second Project consist of electric power transmission lines, along with associated appurtenances including but not limited to substation equipment, telecommunications lines, duct banks, vaults, and vault access (collectively, "PCW Transmission Lines").

Notwithstanding any provision herein to the contrary, this Agreement relates solely to the Second Project as described in D.P.U. 20-56 and 20-57 and EFSB 20-01. Except as specifically identified herein, this Agreement does not relate to any matters now or hereafter filed with any Federal agencies including, without limitation, the United States Department of the Interior, the Federal Aviation Administration, or the United States Coast Guard.

3. STATEMENT OF PURPOSE

The Town wishes to support PCW in launching this important project, which will contribute to the region's renewable energy supply and bring significant revenue to the Town of Barnstable.

The Town believes that certain components of the Second Project could pose environmental risks to Nantucket Sound and to the Town's public drinking water supplies if not properly designed and managed. PCW acknowledges its responsibility to take every possible precaution to assure that, should the worst occur despite its best efforts, damage to the environment will be quickly, effectively, and comprehensively mitigated.

4. RECITATIONS

- A. WHEREAS, PCW is proposing to develop the Second Project in federal waters south of Martha's Vineyard and to connect the Second Project to the regional electric grid via PCW Transmission Lines in federal and state waters of Nantucket Sound and then across upland to electrical substations in the Town described below, and
- B. WHEREAS, the Town has previously opposed the proposed former Cape Wind project which was to be located on Horseshoe Shoals in Nantucket Sound, and

- C. WHEREAS, the Town believes that the Cape Wind project, because of its proposed location in Nantucket Sound, would have created numerous environmental risks to the public interest including, without limitation, the environment of Nantucket Sound, its beaches and estuaries, the water quality of the Town's sole source aquifer, air and marine navigation, endangered species, and the Commonwealth's Public Trust Rights and Obligations, and
- D. WHEREAS, the Town believes that the risks posed by the Cape Wind project, because of its proposed location in Nantucket Sound, would have been completely incompatible with considerations of environmental protection, public health, and public safety, and
- E. WHEREAS, PCW was not involved in the proposal or permitting of the former proposed Cape Wind project, nor is the Second Project located in the same vicinity as the former proposed Cape Wind project, and
- F. WHEREAS, if any proposed energy generating facility in Nantucket Sound (including, but not limited to wind generating facilities) was allowed to connect to the PCW Transmission Lines, both Parties agree that the Town would consider this to be an unacceptable outcome that clearly conflicts with the public interests, including the health, safety, and welfare of its residents, of the Town of Barnstable, and
- G. WHEREAS, PCW proposes to build a new electrical substation (the "PCW Substation") on a parcel of land commonly known and numbered as 8 Shootflying Hill Road, and to connect the PCW Substation to the Eversource West Barnstable substation off Oak Street where PCW's energy output will be connected to the regional electric grid, and
- H. WHEREAS, the proposed PCW Substation will house yet-to-be-identified electrical equipment, some of which is expected to be cooled by so-called dielectric fluids, and
- I. WHEREAS, PCW seeks to select a route for PCW Transmission Lines to the Eversource West Barnstable substation off Oak Street in Barnstable, and whereas the Parties desire (if possible) that said routes for said PCW Transmission Lines make landfall on property owned by the Town to support the Second Project that would not transmit energy generated from facilities located within Nantucket Sound, and
- J. WHEREAS, the Parties desire that the construction and operation of such facilities be undertaken in a manner that minimizes impact on the environment and the public, and that appropriate mitigation be put in place to protect such interests, and
- K. WHEREAS, based on the information currently made available to the Town, the Parties agree that this Agreement establishes obligations and commitments that, when implemented, will sufficiently address the Town's concerns (including but not limited to those regarding environmental risks to Nantucket Sound, the Town's public drinking water supplies, and minimization of the Second Project's impact on the environment and the public), and that the Town, by and through its Town Manager, therefore agrees to support the Second Project in furtherance of the mutual interests of the Parties with respect to these concerns and consistent with the terms of this Agreement,

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

5. NANTUCKET SOUND CABLE

PCW acknowledges that there are three material inducements to the Town of Barnstable to enter into this Agreement. The first inducement is an absolute, unconditional assurance from PCW that PCW will not voluntarily permit any entity that generates energy from a location within Nantucket Sound to connect to the PCW Transmission Lines, unless ordered to do so by a governmental authority with legal jurisdiction to order such a connection or utilization, and where either a) no stay of such order is granted pending appeal or b) if such stay is granted, a final order of a court of competent jurisdiction affirms the underlying order after appeal. Therefore, PCW expressly represents that it will not voluntarily permit any such connection or utilization to occur. The second inducement is the need to protect the Town's public water supply from any hazardous releases at the proposed PCW Substation(s). The third inducement is the payments to the Town by PCW, as more particularly described in Section 9 herein, which the Town may use for any purpose.

For the purposes of this Agreement, "Nantucket Sound" shall be defined as the area outlined in red on the NOAA Chart attached hereto as Exhibit A.

6. TRANSMISSION LINES AND DUCT BANKS

a. ROUTE SELECTION

The Town agrees to support the final landfall and route(s) proposed by PCW for the PCW Transmission Lines, including minor modifications to identified routes, and any Article 97 votes required from Town Council. PCW has not selected a final landfall and route for the PCW Transmission Lines, although the Town and PCW express a mutual preference for, and interest in prioritizing, landfall and route(s) involving Craigville Beach with electrical infrastructure at 8 Shootflying Hill Road and terminating at the West Barnstable Substation. The routes under consideration by the EFSB are the Preferred Route (and variants thereto) and the Noticed Alternative (and variants thereto), as described in PCW's petition to the Siting Board dated May 26, 2020 (Docket No. 20-01) which, for the purposes of this Agreement only, are shown in the map appended hereto as Exhibit B. If PCW is unable to utilize the Craigville Beach landfall for the PCW Transmission Lines, or if new information should arise that causes PCW to determine that Covell's Beach is a preferable landfall location for the PCW Transmission Lines for any reason, the Town will support landfall at Covell's Beach for the PCW Transmission Lines as shown more particularly as "Variant 1" for the preferred route or the noticed alternative route shown on Exhibit B. For the avoidance of doubt, in the event PCW commences physical construction of the PCW Transmission Lines utilizing the Craigville Beach landfall location, PCW agrees that PCW shall not subsequently utilize the landfall location at Covell's Beach unless and until the Parties specifically agree to allow such use through an amendment to this Agreement or a new agreement.

The Town agrees to otherwise cooperate fully and completely with PCW as reasonably requested to effectuate the purposes of this Agreement and fulfil its commitments in this Agreement, all in accordance with Section 8(c).

b. EASEMENTS AND GRANTS OF LOCATION

Contingent upon the approval of the Town Council and consistent with Sections 8(b) and 8(d), the Town agrees to grant to PCW, and PCW agrees to accept as its sole means of upland access in Town public ways and Town property, the following:

- i. As to public ways within the Town, easements (or, upon mutual agreement between PCW and the Town, grants of location) in, through, under and across said public ways (or properties in which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town) along the considered route(s) sufficient for purposes of constructing, installing, inspecting, repairing, replacing, operating, maintaining, and from time to time relocating, the PCW Transmission Lines.
- ii. As to Town property that is not a public way, including but not limited to Covell's Beach and Craigville Beach, easements in, through, under and across said Town property along the considered route(s) sufficient for purposes of constructing, installing, inspecting, repairing, replacing, operating, maintaining, and from time to time relocating, the PCW Transmission Lines.

All easements granted under this Section shall be in form and substance reasonably acceptable to both PCW and the Town of Barnstable and shall be promptly recorded in the Barnstable County Registry of Deeds by the Town at PCW's expense. No easement or grant of location granted under this Section shall be revoked without written agreement by both the Town and PCW, except that any easement shall: (i) expire upon the expiration of Bureau of Ocean Energy Management (BOEM) lease(s) for the geographic area that on September 21, 2021 was known as BOEM lease area OCS-A-534, including any subsequent renumbering and including any existing or future extensions or renewals of the same; (ii) be for the purpose of installing, constructing, operating, maintaining, repairing and replacing, from time to time, the PCW Transmission Lines that would not transmit energy generated from facilities located within Nantucket Sound, (iii) not be utilized by PCW to serve facilities that generate energy from within Nantucket Sound, and (iv) otherwise be in form and substance reasonably acceptable to both PCW and the Town of Barnstable.

Notwithstanding any other language in Agreement, the Town may, in its sole discretion, reserve surface rights in the easements at Covell's Beach and Craigville Beach and both subsurface and surface rights in all other easements consistent with PCW's intended use. Additionally, each easement (other than easements granted prior to the effective date of this Agreement) shall contain the following language:

This easement is for the exclusive use of Park City Wind, LLC, its heirs, successors, and assigns ("PCW"). In accordance with a Host Community Agreement dated May 6, 2022 to be recorded herewith, this easement shall be used solely for the purposes of the installation, construction, operation, maintenance, repair, and replacement, from time to time, of both transmission lines and duct bank capacity intended for the transmission of power generated within the geographic area that on September 21, 2021 was known as BOEM lease area number OCS-A-534 and located in federal waters approximately 14 miles south of Martha's Vineyard to the regional electric grid, whether connecting at or in the vicinity of Oak Street, Barnstable or another electrical substation. Upon completion of construction of said transmission lines and duct bank capacity, PCW shall

record with the Registry a survey specifying the final easement area as constituting that area comprised by the subsurface high voltage electric power transmission lines, associated subsurface appurtenances, and surface appurtenances for access, all as-built, and Town shall execute such instrument(s) as may be reasonably necessary to allow Grantee to record said survey. As a condition precedent to the validity of a transfer of any interest in the easement to a third party, any heir, successor, or assign to this easement shall accept in writing delivered to the Town before transfer the rights of this easement subject to all conditions upon which this easement is granted, including the conditions of the Host Community Agreement recorded herewith. Without limiting or expanding the foregoing and solely for the avoidance of all doubt, this easement does not authorize any use by any entity that generates energy from a location within Nantucket Sound. The grant of this easement is not and shall not be construed as a consent of the Town to an eminent domain taking of the easement lands pursuant to G.L. c. 164, section 72 or any other statute or regulation of similar import now or hereafter enacted.

Notwithstanding any other provision in this Agreement to the contrary, PCW expressly acknowledges and agrees that any easement or grant of location are not and shall not be construed or treated as a consent of the Town to an eminent domain taking of the same pursuant to G.L. c. 164, § 72 or any other statute or regulation of similar import.

c. DUCT BANKS

To minimize the construction impact on the Town, the scope of all easements and grants of location shall authorize PCW to install, construct, operate, maintain, repair, and replace, from time to time, both i) PCW Transmission Lines and duct bank capacity for the Second Project and ii) upon provision by the Town in writing of approval, which shall not unreasonably be withheld, additional duct bank capacity sufficient to accommodate additional Transmission Lines in the event PCW or its affiliate develops additional offshore wind turbines. For the express avoidance of doubt, nothing in this Agreement shall be construed to authorize the installation of Transmission Lines themselves for any project other than the Second Project without either an amendment to this Agreement or a new agreement between the Parties. All easements and grants of location shall be granted under the express condition that no energy transmitted through said duct banks or Transmission Lines shall be generated from facilities within Nantucket Sound, and that no use of said additional duct bank by PCW to transmit energy shall be authorized unless and until the Parties agree to an amendment to this Agreement or a new agreement. The Town will support currently noticed variants.

Notwithstanding any other provision in this Agreement to the contrary, PCW expressly acknowledges and agrees that any easement or grant of location are not and shall not be construed or treated as a consent of the Town to an eminent domain taking of the same pursuant to G.L. c. 164, § 72 or any other statute or regulation of similar import.

d. EASEMENT FOR SUBSEQUENT DUCT BANK USE

With respect to the use by PCW or its successor or assign of any easement for assets intended to support any subsequent PCW project (the "Subsequent Use Portion"), the Parties agree that authorization for any such subsequent project to utilize the Subsequent Use Portion shall require either an amendment to this Agreement or a new agreement.

PCW shall have exclusive rights to utilize or license the Subsequent Use Portion prior to the third anniversary of the commencement of construction of the Subsequent Use Portion, acknowledging that authorization for any such subsequent project to utilize the Subsequent Use Portion shall require either an amendment to this Agreement or a new agreement. PCW will notify the Town in writing of the intent to commence construction at least two weeks in advance of such date, and again when construction commences. The Town will confirm in writing delivered the date that construction started.

Until the fifth anniversary of commencement of construction, if PCW desires to negotiate with the Town to authorize the Subsequent Use Portion for another PCW project, it shall notify the Town in writing of its intent to enter into such negotiations. Upon delivery of such written notice, both parties shall suspend on a one-time basis any marketing efforts and/or negotiations with third parties to license those rights. Thereafter, the Parties shall diligently pursue such negotiations with one another. However, if such negotiations have not produced an executed contract between them within 120 days of PCW's notice of intent to negotiate (or such further time as the Parties may extend such period in writing), then either party may again market such rights to third parties.

After the third and until the fifth anniversary of the commencement of construction, if an offer to utilize the Subsequent Use Portion is submitted by a third party and accepted by either Party within this period, PCW shall have the right of first refusal (to be exercised within 90 days of such acceptance) to retain its opportunity to utilize the Subsequent Use Portion on the terms proposed by the third party in which case PCW shall pay the Town one-half of the value of all benefits and compensation proposed by such third party, less the depreciated value of PCW's costs to construct the Subsequent Use Portion as documented by PCW and accepted by the town in writing at the completion of construction. If PCW does not exercise its right of first refusal, PCW and the Town shall cooperate in licensing the use of the Subsequent Use Portion to the third party and the Town and PCW shall share equally all proceeds of such license after having first deducted PCW's cost of construction of such facilities.

After the fifth anniversary of the commencement of construction, either party may market the opportunity to utilize the Subsequent Use Portion to third parties. If PCW successfully secures a purchaser or lessee for such rights, PCW shall recover the depreciated costs of constructing the Subsequent Use Portion, and the Town and PCW shall thereafter share equally in all proceeds of such license. If the Town secures a buyer or lessee for such rights, the Town may retain all proceeds of such transaction, less PCW's depreciated costs for construction of the Subsequent Use Portion.

Notwithstanding anything to the contrary expressed or implied herein, any use of the Subsequent Use Portion by either PCW or a third party shall require either an Amendment to this Agreement, or a new agreement, and the Town may, in its sole discretion, refrain from entering such Amendment or new agreement for any reason, or no reason, without being deemed in breach of any other part of this Agreement.

e. PERMITTING OBLIGATIONS

As to any PCW construction activities on, over, or under Town-owned property or municipal roadways, PCW agrees to procure all required permits and approvals, and to coordinate construction

schedules and construction plans with the requisite Town departments in accordance with existing Town policies, practices, and procedures.

7. ELECTRICAL SUBSTATION

a. RISK TO GROUNDWATER AND PUBLIC WATER AND PUBLIC HEALTH, SAFETY, AND WELFARE

PCW acknowledges that its electrical substation will house yet-to-be-identified electrical equipment, some of which is expected to be cooled by so-called dielectric fluids. PCW agrees that neither the offshore nor the onshore electric cable system will contain any fluids. Such dielectric fluids, if not properly managed, could pose a risk to groundwater and public water supplies. The Parties agree that a release of dielectric fluids and other hazardous materials from PCW's electric substations must be avoided. "Hazardous Materials" are defined as any chemical or combination of chemicals which, in any form, is listed by trade name, chemical name, formula, or otherwise as a product regulated under environmental law as a hazard to public drinking water supplies if concentrations beyond a certain level are achieved therein. Hazardous Materials shall also include any product regulated by the United States Environmental Protection Agency, the Massachusetts Department of Environmental Protection, or by any other state or federal government agency having jurisdiction over public water supplies, to the extent one or more of those agencies issues or has issued a directive to public water suppliers to control or remediate such product. Nothing in this paragraph shall be construed to limit the applicability of Section 23(g) of this Agreement.

b. SUBSTATION CONTAINMENT

The Parties agree that containment for the proposed substation shall be constructed consistent with the excerpted provisions of PCW's Final Environmental Impact Report attached to this Agreement as Exhibit C, and in substantially similar form to the preliminary substation layout plan attached to this Agreement as Exhibit D, resulting in the same or better protection to groundwater as is shown on said Exhibit D. PCW agrees to provide the Town a copy of the final substation drawings for civil construction and containment prior to commencement of construction of the proposed substation, to provide the Town with substantive amendments (if any) to those final substation drawings for civil construction and containment necessitated by circumstances arising after commencement of construction, and to provide the Town a certified copy of the final as-built substation drawings for civil construction and containment upon completion of construction. If PCW does not acquire the 1.1 acre property at 6 Shootflying Hill Road, PCW will consult with the Town and develop a modified Exhibit C and D, if needed, that would provide the same or better protection to groundwater as is shown on said Exhibit D.

The Parties have reached a Memorandum of Understanding with respect to engineering design protocols that will be employed for this project. It is attached hereto and incorporated herein as Exhibit E and shall be fully adhered to unless subsequently modified in writing by the Parties,

8. TOWN SUPPORT

a. ZONING AND OTHER REGULATORY APPROVALS

PCW will seek individual and comprehensive zoning exemptions pursuant to G.L. c. 40A, §3 for the PCW Transmission Lines and PCW Substations from the Massachusetts Department of Public Utilities.

The Town agrees to publicly support the issuance of such exemptions. Furthermore, if PCW seeks zoning relief from the Town for PCW Substations and/or PCW Transmission Lines, the Town agrees to support such relief before applicable Town boards and departments having jurisdiction over the same including, without limitation, the Zoning Board of Appeals, the Planning Board and the Building Department.

To the extent that approvals of other Town boards and departments are required, including without limitation the Conservation Commission, the Town will similarly support PCW's requests for relief before those boards.

b. ARTICLE 97

Portions of the proposed route(s) for the Second Project are located on land that is or may be subject to Article 97 of the Amendments to the Massachusetts Constitution, including Covell's Beach and Craigville Beach. Subject to a 2/3 vote by the Town Council, the Town Manager shall submit to the Massachusetts General Court Article 97 legislation approving the grant of easements and other rights through such land for PCW Transmission Lines, and will support PCW's requests to Town boards and departments having jurisdiction over the same including, without limitation, the Conservation Commission, to approve the grant of such easements and other rights through such land for PCW Transmission Lines in accordance with Section 6. In the event approval pursuant to Article 97 is determined to be necessary but cannot be obtained, the Town and PCW agree to consult in good faith to identify and consider alternative solutions.

c. COOPERATION

The Town agrees to publicly support the Second Project in its permitting, construction, operation, and maintenance, and will provide at no material cost to the Town such assistance as may be reasonably requested to facilitate the timely development of the Second Project. Such assistance may include but is not limited to (i) facilitating permitting at state, regional and local levels; (ii) providing information and guidance to facilitate efficient planning and construction process and to minimize disruption to the Town and its residents; (iii) working cooperatively with PCW on construction scheduling, including granting licenses where necessary to facilitate construction access, and (iv) considering promptly and in good faith all requests from PCW, in addition to those identified in Section 8(d), for a) additional easements with respect to Town property identified by PCW as necessary to the Second Project and lying on one or more of the proposed PCW Second Project routes, or other such Town Property as mutually agreed by the Parties, and b) sufficient authorizations acceptable to PCW pursuant to Section 8(b) with respect to any easement granted.

The Town agrees to grant easements (or, in the event the Town Council declines to authorize such easements, and upon PCW's request, grants of location) in all Town public ways (or properties in which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town), identified by PCW as necessary to the Second Project and as filed with and awaiting approval of the EFSB.

As to properties in which the Town has the right to use for all purposes for which streets and ways are commonly used within the Town, PCW shall defend, indemnify, and hold harmless the Town with respect to any challenge to the Town's authority to grant such grant of location or easement, and the Town agrees to cooperate to the extent required for PCW to defend.

The Town and PCW agree that PCW shall be responsible for taking all reasonable steps in designing and constructing the Transmission Lines to minimize the adverse impact of the installation of the Transmission Lines on existing Town-owned water and sewer infrastructure within roadways. Where the Town determines based on reasonable engineering best practices, that installation of the Transmission Lines will adversely impact existing Town-owned water and sewer infrastructure within roadways, PCW agrees to relocate or otherwise safeguard such impacted infrastructure at PCW's own expense. Nothing in this paragraph is intended to impair the rights of any third party owning water, sewer, gas, electric, or telecommunications infrastructure to pursue any relief against PCW to which they believe they are entitled by statute or at law. PCW also agrees to designate an ombudsperson who shall serve as the point of contact for any abutting property owner to the Second Project roadway right-of-way, with respect to any complaint involving damage to the abutting owner's property that may have been caused by Second Project construction. PCW agrees that the ombudsperson shall provide an initial response to any such abutting property owner within two business days. In the event PCW causes damage to private property of the abutting property owner located within the right-of-way easement, or causes the need to relocate private property of the abutting owner located within the right-of-way easement, PCW shall work with the abutting owner to repair or replace in-kind such property. PCW further agrees to coordinate with the Town, to the extent feasible, with respect to coordinating sequencing of the installation of the Transmission Lines with the Town's proposed sewer installation project, based upon the best available information about the sewer project known at the time of design of the Transmission Lines.

The Town and PCW agree that nothing in this Agreement shall preclude the Parties from entering a separate agreement pertaining to mutual coordination and cooperation with respect to the installation of the PCW Transmission Lines and the installation sewers by or for the benefit of the Town, and any matters related thereto.

d. EFFECTIVE DATE; TOWN COUNCIL APPROVALS

The effective date of this Agreement shall be the date on which the last of the respective Parties executes this Agreement.

PCW and the Town agree that to effectuate the Second Project, the following Town Council votes are likely or may be required. Acknowledging the discretion accorded to the Town Council legislative process, the Town agrees that through a duly-authorized representative, the Town shall petition the Town Council promptly upon request by PCW to place on the Town Council agenda for discussion and vote any approval or authorization that may be required, including but not limited to:

- 1) Vote authorizing Town Manager to execute this Host Community Agreement with PCW
- 2) Vote authorizing the petition to the Legislature for Article 97 approval for landfall locations as provided herein
- 3) Vote authorizing the Town Manager to negotiate and execute easements or grants-of-location for installation of Transmission Lines on property in which the Town holds rights, primarily within public ways

- 4) Vote assenting to the recording of various municipal approvals with the Barnstable County Registry of Deeds and/or Barnstable Division of the Land Court, including but not limited to Chapter 91 licenses, Orders of Condition, and Superseding Orders of Condition
- 5) Vote petitioning Barnstable County to abandon certain sections of public way and vest those said public ways in the legal control of the Town (if necessary)

The Parties acknowledge that other issues may arise that require Town Council approval other than those listed above, and PCW or the Town Manager may request additional votes from the Town Council if required.

9. FINANCIAL AGREEMENTS

a. TAXES

PCW will pay taxes based on the “fair cash valuation” of its real and personal property in the Town in accordance with G.L. c. 59, § 38. This Agreement does not waive any right of either Party pursuant any state or local taxation statute or regulation, including with respect to the valuation, assessment, or abatement of taxes.

In the event the real or personal property owned by PCW in the Town is no longer subject to taxation under G.L. c. 59, PCW shall make an annual contractual payment to the Town (the “contract payment”). Starting with the first full fiscal year in which said property became no longer subject to taxation, said contractual payment shall be calculated for each fiscal year by multiplying 1) the Town’s then-current tax rate for personal property (if personal property) or the Town’s then-current tax rate “Class Four, industrial” property consistent with G.L. c. 59, § 2A (if real property), by 2) the Town’s reasonable valuation of said property as of January 1 of calendar year immediately preceding said fiscal year using the discounted cash flow valuation methodology. PCW shall pay such contractual amount within ninety (90) days of receipt of such calculation prepared by the Town. Provided that with respect to real property PCW has timely paid such contractual amount within ninety (90) days of receipt of such calculation prepared by the Town, or that with respect to personal property PCW has timely paid one-half of such contractual amount within ninety (90) days of receipt of such calculation prepared by the Town, PCW may invoke the process established in Section 18 to appeal the valuation calculation. With respect to any dispute that is resolved pursuant to said Section 18, each Party shall bear its own fees and costs. If the amount of the contractual amount paid exceeds the amount determined to be proper after the conclusion of the Section 18 process, PCW shall be entitled to statutory interest on said difference in the amount established by, and calculated pursuant to, G.L. c. 59, § 69.

b. HOST COMMUNITY AGREEMENT PAYMENTS

In addition to taxes paid annually pursuant to subsection 9(a), if the Second Project is connected to a substation located in the Town of Barnstable and so long as the Town remains in compliance with Section 8(c) of this Agreement, PCW shall provide the Town annual “HCA Payments” with respect to that Second Project. For the purposes of this subsection, the Parties define “Start Date” to mean one year from the commencement by PCW of initial physical construction within the Town. For the purposes of this subsection, “Town taxes” shall not include any fire district taxes owed by PCW and collected by the Town

Assessor pursuant to G.L. c. 48, § 73.

i. HCA Payment.

1. Craigville Beach Route. Should PCW receive all required federal, state, and local approvals and permits for the Second Project and if for the Second Project the Town has granted a landfall easement in Craigville Beach (or, if Craigville Beach is not preferable to PCW, as to Covell's Beach or an alternative acceptable to PCW), and has granted PCW all rights requested by PCW pursuant to Section 6, PCW shall provide a HCA Payment in the aggregate amount of \$16 million, paid by PCW in annual installments and calculated pursuant to this subparagraph.
2. The first annual installment of the HCA Payment shall be due within thirty (30) days of the Start Date of the Second Project, in the amount of \$640,000. PCW shall confirm the commencement of construction in writing within 60 days following commencement of such work. Subsequent annual HCA Payment installments shall be due on the anniversary of the Start Date. Once PCW has made \$16 million in total aggregate annual HCA Payment payments, PCW's obligation to make further annual HCA Payment payments shall cease.
3. Each annual HCA Payment installment other than the first such installment shall be calculated by subtracting from the figure \$1,534,000 the amount paid by PCW in Town taxes on Second Project assets in the Town fiscal year immediately preceding the Town fiscal year in which the annual HCA Payment installment due date falls, provided that once \$16 million has been paid, no further HCA Payment shall be due. If the amount of taxes paid in any given year exceeds \$1,534,000, there will be no HCA Payment installment made or credited that year and the HCA Payment balance will remain as before.
 - a. In the event that the calculated annual HCA Payment installment for a given year would, when added to the total aggregate of all annual HCA Payment payments made to that date, exceed \$16 million, PCW shall be responsible only for the portion of that given year's annual HCA Payment installment that constitutes the difference between \$16 million and the total aggregate of all annual HCA Payment payments made to that date, resulting in the aggregate of all HCA Payment payments being \$16 million.
 - b. In the event that, on the twenty-fifth anniversary of the Start Date of the Second Project, the total aggregate HCA Payment made by PCW is less than \$16 million, PCW shall on that date pay the difference between \$16 million and the total aggregate HCA Payment made to that date, resulting in the aggregate of all HCA Payment payments being \$16 million.
 - c. Commencing on the twenty-sixth anniversary of the Start Date of the Second Project, and on each anniversary thereafter, so long as the

BOEM lease OCS-A-534 remains valid (including any existing or future extensions or renewals of the same regardless of subsequent renumbering) unless PCW otherwise ceases operation of the Second Project, PCW shall on that date pay a sum equivalent to \$60,000 in 2022 dollars, as adjusted based on the annual average of the U.S. Bureau of Labor Statistics (BLS) Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, 1982-1984=100 reference base, and shall be made annually on the anniversary date of this Agreement, with subsequent annual payments increasing two and one half percent over the prior year's payment.

4. Non-Craigville Beach Route. If Town Council does *not* grant all easements and authorizations requested by PCW pursuant to Section 8(d) as to Craigville Beach for the Second Project (or, if Craigville Beach is not preferable to PCW, Covell's Beach or an alternative acceptable to PCW and the Town), or has not granted PCW all rights requested by PCW pursuant to Section 6, the HCA Payment shall be in the aggregate amount of \$6 million, paid by PCW in annual installments and calculated pursuant to this subparagraph.

The first annual installment of the HCA Payment shall be due within thirty (30) days of the Start Date of the Second Project, in the amount of \$640,000. Subsequent annual HCA Payment installments shall be due on the anniversary of the Start Date. Once PCW has made \$6 million in total aggregate annual HCA Payment payments, PCW's obligation to make further annual HCA Payment payments shall cease.

Each annual HCA Payment installment other than the first such installment shall be calculated by subtracting from the figure \$1,534,000 the amount paid by PCW in Town taxes on Second Project assets in the Town fiscal year immediately preceding the Town fiscal year in which the annual HCA Payment installment due date falls, provided that the once \$6 million has been paid, no further HCA Payment shall be due. If the amount of taxes paid in any given year exceeds \$1,534,000, there will be no HCA Payment installment made or credited that year and the HCA Payment balance will remain as before.

- a. In the event that the calculated annual HCA Payment installment for a given year would, when added to the total aggregate of all annual HCA Payment payments made to that date, exceed \$6 million, PCW shall be responsible only for the portion of that given year's annual HCA Payment installment that constitutes the difference between \$6 million and the total aggregate of all annual HCA Payment payments made to that date, resulting in the aggregate of all HCA Payment payments being \$6 million.
- b. In the event that, on the twenty-fifth anniversary of the Start Date of the Second Project, the total aggregate HCA Payment made by PCW is less than \$6 million, PCW shall on that date pay the difference between \$6

million and the total aggregate HCA Payment made to that date, resulting in the aggregate of all HCA Payment payments being \$6 million.

- c. Commencing on the twenty-sixth anniversary of the Start Date of the Second Project, and on each anniversary thereafter, so long as the BOEM lease OCS-A-534 remains valid (including any existing or future extensions or renewals of the same regardless of subsequent renumbering) unless PCW otherwise ceases operation of the Second Project, PCW shall on that date pay a sum equivalent to \$60,000 in 2022 dollars, as adjusted based on the annual average of the U.S. Bureau of Labor Statistics (BLS) Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, 1982-1984=100 reference base, and shall be made annually on the anniversary date of this Agreement, with subsequent annual payments increasing two and one half percent over the prior year's payment.

c. FEES

Nothing in this Agreement waives the obligation of PCW to pay any otherwise-applicable permit fee or license fee payable to the Town pursuant to either state or local law or regulation.

d. SPECIAL MITIGATION

With respect to the Second Project, PCW states its intent to commence construction at the landfall location beach no sooner than September 15, and no later than December 15, of any given year, with the further intent and expectation of completing said construction no later than April 30 of the following year. Starting no later than April 1, and at least every two weeks thereafter, PCW will provide status reports to the Town as to the progress of construction and any anticipated requirement for construction beyond April 30, to enable the Town and PCW to identify mutually acceptable alternate actions to provide for resident access to the landfall location beach after the first Friday in May. If construction in the landfall location beach parking lot in any given year is not anticipated to be completed before May 15, PCW agrees to make temporary repairs at the expense of PCW to any physical disturbances to the parking lot caused by PCW, so as to return any disturbed portions of said lot to their condition at the time, or to confer promptly with the Town to identify mutually acceptable alternate actions to provide for resident access to the landfall location beach proper after said date. PCW agrees that if a resumption of construction is required in the next subsequent construction season, that all construction shall be concluded on or before April 30 of that construction season unless further authorized by the Town. Further, PCW agrees to limit any staging on the landfall location beach parking lot to equipment and materials required for construction within the landfall location beach easement and the seaward portion thereof, with all other staging required for the Second Project to occur at another location, unless mutually agreed otherwise with the Town. And further, should landfall be made at Craigville Beach, PCW agrees, upon completion of all PCW construction at Craigville Beach, to fully repave to the Town's satisfaction the western half of the parking lot at Craigville Beach (the eastern portion having been recently repaved, and which will not be disturbed by PCW), unless otherwise agreed by the Town. VW will make all reasonable efforts to perform scheduled planned maintenance activities with respect to facilities within the landfall location beach and its parking lot between September 15 and May 15. All maintenance

activities within the landfall beach location and its parking lot (except in emergency circumstances) shall be coordinated with the Barnstable Department of Public Works.

If PCW selects a Second Project route in which cable landfall is made on property owned by the Town, and if PCW commences construction within the Town on said route, PCW will provide the Town \$100,000 for the purpose of making improvements to public facilities on the route selected by PCW for cable installation or to an area within reasonable proximity of the cable route. Notwithstanding the foregoing, however, if PCW is required under either state or local law to compensate the Town for any right, interest, or approval required to authorize PCW to utilize said landing ("the Compensation Payment"), the Town will credit PCW on a dollar-for-dollar basis a maximum of \$100,000 against the Compensation Payment.

10. THE ENVIRONMENTAL JUSTICE COMMUNITY

To the extent the Second Project triggers the Commonwealth's Environmental Justice Policy of EOEEA, PCW agrees to adhere to said policy.

11. ROADWAYS AND PUBLIC LANDS

PCW has not received a final route assignment from the EFSB for the PCW Transmission Lines and therefore site-specific conditions cannot be identified at this time. PCW and the Town will review such plans when available and the Town agrees that its approval of these plans shall not be unreasonably withheld.

Notwithstanding the above, the Parties agree that all work will conform to MassDOT and Town specifications for new road construction. PCW agrees to full-width surface restoration of impacted roadways (other than non-impacted lanes of divided roadways) or a mutually acceptable alternative consistent with then-existing Town policies and procedures with respect to historic roadway and streetscape restoration.

12. MAGNETIC FIELDS

PCW has declared in its filings before the Energy Facilities Siting Board that it has engineered the Second Project's proposed electric transmission cables to comply fully with generally accepted state, federal, and international standards on magnetic fields. For the avoidance of doubt, PCW confirms that it will adhere with all decisions and orders of the EFSB with respect to the Second Project pertaining to magnetic fields, including the monitoring thereof. To the extent the Second Project is governed by applicable state or federal laws and government regulations with respect to magnetic fields, PCW shall comply with said laws and government regulations. Nothing in this paragraph shall be construed to limit the applicability of Section 23(g) of this Agreement.

13. [RESERVED]

14. OTHER TOWN AGENCIES

PCW acknowledges and agrees that to the extent that it is required to appear before and obtain permitting from the Barnstable Conservation Commission, Barnstable Site Plan Review, Barnstable Board

of Health, or Barnstable Department of Public Works, it agrees to provide full and complete information required by any Barnstable boards pursuant to applicable statute or regulation in support of its application(s). The Town acknowledges that PCW must reserve its right to seek a Comprehensive Permit from the Siting Board with respect to the subject matter of each such permit or permission; to the maximum extent feasible, however, PCW agrees to solicit full adoption of the Town's permit conditions into the Siting Board decision.

15. CONTINUING REVIEW AND PROMPT DISCLOSURE

The parties agree to meet at least annually during the month of September starting in 2022, and more often if necessary, to review in good faith the parameters of the Second Project, their equipment, their effect on the environment, and any other matters of material importance to their performance.

Each Party agrees to promptly provide copies of all required public filings, and public correspondence with public agencies, to the other Party promptly upon request. Each Party further agrees to notify the other of any facts, circumstances, information, or developments that a reasonable observer would deem material to the Town's or PCW's interests, including, without limitation, environmental considerations.

16. NON-OBJECTION; DEFAULT; INJUNCTIVE RELIEF FOR BREACH OF CONDITIONS

The Town would consider, and PCW agrees not to contest, that a connection to the PCW Transmission Lines by any entity that generates energy from a location within Nantucket Sound would both overburden the easements and grants of location contemplated by this Agreement and to be a clear and immediate threat of "damage to the environment" of Nantucket Sound as well as that of Barnstable, Dukes, Nantucket, and Bristol Counties, as that term is used in G.L. c. 214, §7A. PCW further agrees that it would not contest an allegation that the occurrence of such an event would irreparably harm the Town's stated interests and that there is no adequate remedy at law that could compensate the Town for such a breach.

Therefore, PCW agrees that it would not object to the Town seeking standing to pursue any appropriate relief against any entity that generates energy from a location within Nantucket Sound before any agencies or Courts of competent jurisdiction, including a G.L. c. 214, §7A claim. PCW also agrees that it would not object to the Town seeking Temporary, Preliminary, and Permanent Injunctive Relief, as well as Declaratory Relief, ordering the termination of the connection to PCW's Transmission Lines by any entity that generates energy from a location within Nantucket Sound. PCW further would not object to the Town seeking such further relief as any such agency or Court may determine to be appropriate in the circumstances.

With respect to all other obligations identified in this Agreement, any Party that fails to satisfy any obligation under this Agreement in a timely manner may be declared to be in default by the other Party upon receipt of written notice stating the basis for the same. The defaulting Performing Party shall have 90 days from receipt of the Notice of default to cure the default unless such time is further extended by agreement with the other Party.

Given the importance of the Second Project to the region's renewable energy supply, in the event of a default by PCW under this Agreement, the Town's remedies shall be limited to injunctive and declaratory relief and/or monetary damages; in no event shall the Town have the right to terminate this

Agreement due to a default by PCW. In the event PCW declares bankruptcy, all HCA payments due and not already paid by PCW as of the date of said declaration shall, at the Town's election, be accelerated. The amount of each annual outstanding accelerated HCA payment shall be calculated pursuant to the formula established in Section 9, utilizing the taxes (or contract payments, in the event the property is deemed nontaxable) paid in the fiscal year ended immediately prior to said date of declaration of bankruptcy.

17. INCORPORATION OF CONDITIONS

PCW agrees to support any motion or request made by the Town to the Siting Board to incorporate the conditions contained in this Agreement as conditions of any Final Order of the Siting Board in the proceeding. PCW further agrees not to object to efforts by the Town to encourage the federal and state agencies with jurisdiction over the Second Project to endorse or adopt this Agreement as part of any approvals that PCW is required to obtain from said agencies.

18. DISPUTE RESOLUTION

- a. Generally: The Parties agree to use reasonable efforts to resolve any dispute arising under this Agreement informally.
- b. Mediation: In the event the Parties cannot resolve a dispute arising under this Agreement informally, any Party to the dispute may request mediation upon Notice to the other Party. The Notice shall identify the Parties to the dispute, the nature of the dispute, and a proposed mediator(s).
 - i. Within 30 days of the Notice of the request for mediation, the Parties to the dispute shall agree upon a mediator and enter into a mediation agreement with the mediator. If the Parties to the dispute cannot agree upon a mediator and mediation agreement within that time, they shall be deemed to have selected the Real Estate Bar Association, Boston, MA ("REBA") mediation services which shall appoint a qualified mediator to hear the dispute.
 - ii. The Parties to the mediation agreement shall engage in and conclude the mediation within 90 days of Notice of the request for mediation unless they agree to extend that time.
 - iii. If mediation is unsuccessful, the Parties to the dispute shall be free to exercise any rights or remedies they may have pursuant to this Agreement or otherwise.
- c. Exception: In the event of exigent circumstances, either Party may pursue judicial relief regarding events of default without first resorting to mediation.

19. VENUE AND JURISDICTION

Unless the Parties otherwise agree in writing, all actions within the Courts of the Commonwealth shall be filed in the Superior Court for Barnstable County.

Unless the Parties otherwise agree in writing, any Federal actions shall be filed in the United States District Court for the District of Massachusetts.

20. INDEPENDENT MASSACHUSETTS CONTRACT

This Agreement shall be governed by and construed as a Massachusetts contract in accordance with its laws, exclusive of the conflicts of law rules of the Commonwealth. It shall have independent legal significance and, in the event of a conflict with the terms of any administrative order, or otherwise, the terms of this Agreement shall prevail.

If any portion of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to remain in full force and effect, except as necessary to accommodate such finding of invalidity in order that both parties shall be provided with the benefits and burden with the obligations set forth herein.

21. NOTICE

All notices or correspondence with the Town shall be addressed to:

Town Manager
Town of Barnstable
367 Main Street
Hyannis, MA 02601

With a copy to:

Town Attorney
Town of Barnstable
367 Main Street
Hyannis, MA 02601

All notices or correspondence with PCW shall be addressed to:

Park City Wind, LLC
c/o Avangrid Renewables
125 High Street, Suite 600
Boston, MA 02210
Attn: Ken Kimmell, Vice President for Offshore Wind Development

With a copy to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Adam Kahn and Tad Heuer, Esq.

Notice shall be considered delivered if sent via U.S. Postal Service or a commercial delivery service such as FedEx or UPS if, in each instance, a tracking protocol is utilized to record date, time, and place of delivery. Notice shall be effective upon the day following such delivery.

The addresses above shall be utilized unless and until a Party desiring to change such address notifies the other of such change in the manner described above.

22. RELATIONSHIP OF THE PARTIES

a. INDEPENDENT ADVICE

No Party, representative or counsel for any Party, has acted as counsel for any other Party with respect to such Party entering into this Agreement, except as expressly engaged by such Party with respect to this Agreement, and each Party represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Party shall act or be deemed to act as legal counsel or a representative of the other Party unless expressly retained by such Party for such purpose, and, except for such express retention, no attorney/client relationship is intended to be created between the Parties.

b. NO PARTNERSHIP

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between the Parties.

23. GENERAL TERMS AND CONDITIONS

a. MODIFICATION

No provision of this Agreement may be modified except by a subsequent writing signed by all of the Parties.

b. AFFILIATES, SUCCESSORS, AND ASSIGNS

This Agreement is binding upon and shall inure to the benefit of each of the Parties as well as their respective affiliates, successors, and assigns.

c. INDEMNIFICATION

PCW acknowledges that the Town, through no fault of its own, may become a party to litigation or may be threatened with litigation relating to or stemming from the Second Project. PCW agrees to defend, indemnify, and hold the Town harmless from any cause of action asserted against the Town, its agents, servants, employees, or contractors resulting from or related to the Second Project, other than those caused by the Town's negligence (provided, however, that this provision shall not excuse PCW for liability to the Town in proportion to any comparative negligence), willful misconduct, or by breach of this Agreement. Such indemnification shall include, without limitation, the costs of investigation, negotiation, or settlement of such claims whether or not such a claim has been placed in litigation. Notwithstanding

anything to the contrary contained in this Agreement, in no event shall either Party be liable to the other Party for damages on account of lost profits or opportunities or business interruption.

d. RESPONSE COSTS

PCW asserts that the Second Project is not expected to require any material increase in use of emergency response resources by the Town. However, PCW will within 30 days upon presentation reimburse the Town for all reasonable costs incurred by the Town in responding to any and all emergency response actions originating at or from the Second Project site, if deemed by the Town in the public interest to do so, and whether or not mandated or invited to do so by any local, regional, state or federal agency. These response actions include, but are not limited to, emergency medical response, fire-fighting response, hazardous material release, vessel collisions, and aircraft emergencies. In addition, PCW will, upon reasonable prior notice of anticipated expenses of the Town and its fire districts for training for, equipping for, and preparing for emergency response actions originating exclusively at or from the Second Project site, and upon preapproval by PCW of the same (which shall not be unreasonably withheld), reimburse the Town within 30 days upon presentation for all such reasonable expenses incurred.

e. INSURANCE

PCW agrees to provide policies of commercial liability insurance from Insurance Companies domiciled in the United States, acceptable to the Town of Barnstable, naming the Town of Barnstable individually and/or as an additionally-named insured for such coverage and in such amounts as the Town and its insurance advisors shall reasonably determine in relation to the risks to be insured against. All such required policies of insurance shall be delivered to the Town before any permits for construction of the Second Project at sea or ashore shall be commenced. If any such coverage is cancelled or becomes unavailable, it shall be a material breach of this Agreement and entitle the Town to equitable and legal relief before any agency or court of competent jurisdiction.

f. LEGAL COSTS

PCW agrees that it will not seek attorney's fees from the Town in any matter relating to this Agreement or the Second Project. PCW concedes that an assessment of such fees have not been appropriated, and as such are barred by the Constitution of the Commonwealth.

g. ENFORCEMENT AUTHORITY NOT WAIVED

Unless otherwise agreed herein, including but not limited to Section 8, this Agreement does not preclude Town boards or officials from i) adopting regulations or ordinances, ii) taking any action within the scope of their legal discretion on petitions submitted to them by PCW, or iii) taking enforcement positions within the scope of their official duties with regard to the Second Project; nor does anything in this Agreement preclude PCW from challenging the validity or applicability of any regulation, ordinance, action, or enforcement position of any Town board or official to the extent allowed by law. Nor does this Agreement preclude legal counsel for the Town, at the direction of the Town Manager, from i) defending decisions of Town boards or officials on petitions submitted to them by PCW, or ii) defending enforcement decisions of or commencing enforcement actions on behalf of Town boards or officials within the scope of their official duties with regard to the Second Project. Further, unless otherwise agreed herein, including but not limited to Section 8, nothing in this Agreement shall prohibit the Town from taking

positions or actions with regard to changes to the proposed Second Project to the extent such changes are inconsistent with this Agreement.

h. FORCE MAJEURE

It is understood and agreed that the Parties hereto shall make a reasonable and good faith effort to perform their obligations under this Agreement. If and to the extent, but only to the extent, that either Party is prevented from performing its obligations hereunder by an event of force majeure, such Party shall be excused from performing hereunder for said period, and shall not be liable in damages or otherwise, and the Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any i) storm, flood, earthquake, hurricane, cyclone, typhoon, lightning, landslide, drought, tornado, tidal wave, blizzard, ice storm, or other natural disaster; ii) explosion, structural collapse, evacuation, fire, sonic boom, pressure waves, bombing, hostage taking, kidnapping, physical criminal acts, accidents involving any aviation, nautical, or automotive vehicle or other means of conveyance, whether manned or unmanned, motorized or unmotorized, iii) plague, epidemics, or nuclear, chemical, or biological incidents or contamination, iv) civil disturbance, invasion, riot, coup, revolution, war (whether declared or not), civil war or any other armed conflict, military or non-military interference by any third party state or states, acts of terrorism or serious threats of terrorist attacks, v) sabotage, piracy, blockade, siege, embargo, strikes, boycotts, labor disputes, vi) interruptions, loss, or malfunctions of utilities, communications, or computer services; and vii) states of emergency declared by a local, state, or federal official or agency, acts of God, or acts of the public enemy.

i. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

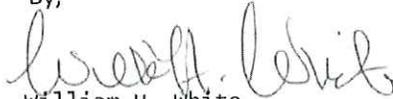
Witness this day our hands and seals,

Town of Barnstable,
By,

Mark S. Ells, Town Manager

Date

Park City Wind LLC
By,



William H. White

Authorized Representative



Peter Mahoney

Authorized Representative

May 6, 2022

Date



Legal

END OF DOCUMENT

Witness this day our hands and seals,

Town of Barnstable,
By,


Mark S. Ellis, Town Manager

5.6.2022
Date

Park City Wind, LLC
By,

Authorized Representative

Authorized Representative

Date

END OF DOCUMENT

**FIRST AMENDMENT
TO THE SECOND HOST COMMUNITY AGREEMENT
BY AND BETWEEN**

THE TOWN OF BARNSTABLE AND PARK CITY WIND, LLC

1. The Second Host Community Agreement by and between the Town of Barnstable, a Massachusetts municipal corporation, and Park City Wind, LLC, a Delaware limited liability company, dated May 6, 2022 (the "Agreement") is hereby amended by deleting in the second paragraph of Section 9(d) the words "for the purpose of making improvements to public facilities on the route selected by PCW for cable installation or to an area within reasonable proximity of the cable route" and inserting the following in place thereof: "to be used for the benefit of and improvements to Craigville Beach or to purchase or improve other Article 97 protected land located in the Town of Barnstable, as determined by the Town of Barnstable."
2. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in effect.

This First Amendment to the Agreement ("Amendment") may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

Witness this day our hands and seals,

Town of Barnstable

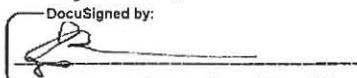
By: 

Mark S. Ells

Town Manager

Date: 11.3.2022

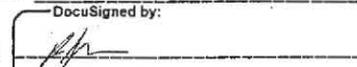
Park City Wind, LLC

DocuSigned by:
By: 

Print Name: Kenneth Kimmell

Authorized Representative

Date: 11/1/2022

DocuSigned by:
By: 

Print Name: Peter Mahoney

Authorized Representative

Date: 11/1/2022

DS
MD