

HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (“HCA” or the “Agreement”) is entered into as of the ____ day of _____, 2026 (“Effective Date”), by and between the Town of Tewksbury, Massachusetts (the “Town” or “Tewksbury”), a municipal corporation and body politic of the Commonwealth of Massachusetts, having its offices at 1009 Main Street, 2nd Floor, Tewksbury, Massachusetts 01876, and Hillman Energy Center, LLC (“Hillman Energy Center”), a Virginia limited liability company having a business address of 310 4th Street NE, Floor 3, Charlottesville, Virginia 22902. Tewksbury and Hillman Energy Center are referred to herein collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, Tewksbury is host community to the proposed 125-megawatt (“MW”) battery energy storage system (“BESS”) at 73-75 Hillman Street, Tewksbury to be constructed, owned and operated by the Hillman Energy Center, as described in Exhibit A (the “Project”);

WHEREAS, Hillman Energy Center will apply, or has applied, for all necessary federal, state and local permits and approvals for the Project, which may include, but not necessarily be limited to, the following additional agencies: Environmental Protection Agency (National Pollutant Discharge Elimination System General Permit); Army Corps of Engineers (Self-Verification Notification Filing under Mass. General Permit of Section 404 Federal Clean Water Act); Massachusetts Energy Facilities Siting Board (the “EFSB”); Tewksbury Inspectional Services (building permits, electrical permits, mechanical permits, demolition permits); Tewksbury Fire Department (Mass. Fire Code, 527 CMR 1.00 *et seq.* Fire Safety Permit); and the Massachusetts State Historic Preservation Office (Project Notification Form), Tewksbury Conservation Commission (Notice of Intent, Land Disturbance);

WHEREAS, Tewksbury intends, through this Agreement and all legal powers and remedies available to it, to protect the best interests of its residents, businesses, and its corporate organization at all times to ensure that the Project is safe, efficient, and beneficial for the Tewksbury community;

WHEREAS, Tewksbury’s technical consultants, officials, staff and legal counsel have extensively analyzed BESS systems in general and concluded that, subject to the terms of this Agreement, and Hillman Energy Center’s reasonable adherence to Applicable Laws (as defined herein), the net result of the Project’s construction and operation is designed to minimize impacts to the environment, ensure the safety of the public, minimize disruption to the Town and the public, provide reasonable assurance to the Town and its residents that such construction impacts will be mitigated and facilitates the use of efficient construction methods;

WHEREAS, Hillman Energy Center is willing to make environmental, public health and public safety payments and other investments, undertake protective or mitigation measures and other certain non-monetary public health and public safety measures, as set forth herein;

WHEREAS, Hillman Energy Center has acknowledged that the Project is willing to provide tax payments to the Town, including, without limitation, community preservation funds equal to one percent (1%) annually of payments due pursuant to any PILOT or Tax Agreement, over the twenty-year life of the anticipated Tax Agreement, of not less than \$2,000,000 (assuming the Project built is a 4 hour duration) and is committed to negotiating in good faith with the Town for a tax agreement to memorialize this commitment;

WHEREAS, both the Town and Hillman Energy Center desire that, should the proposed Project be authorized by the applicable regulatory agencies and government authorities and thereafter be constructed by Hillman Energy Center, the construction be carried out, subject to such authorizations, in a manner that: minimizes impacts to the environment, ensures the safety of the public, and minimizes disruption to the Town and the public resulting from the Project; provides reasonable assurance to the Town and its residents that such construction impacts will be mitigated; and facilitates the use of efficient construction methods;

NOW, 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 Hillman Energy Center hereby covenant and agree as follows:

1. Cooperation Between Hillman Energy Center and Tewksbury

The Town and Hillman Energy Center have entered into this Agreement to foster a cooperative working relationship with respect to the Project. Both Parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum 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 commercially reasonable manner and in compliance with all Applicable Laws (as defined herein).

2. Term

This Agreement shall commence on the Effective Date hereof and, except as otherwise provided herein, shall end on the last day of the calendar year in which the Project is last operated by either Hillman Energy Center or a successor Project owner (the "Term"). For avoidance of doubt, any and all payments required expressly to be made annually hereunder shall only be required from the applicable commencement date therefor through the expiration or earlier termination of the Term. This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The provisions of this Agreement that shall expressly survive termination of this Agreement are set forth in Section 25.

3. Permitting

Hillman Energy Center shall be responsible for applying for, among other things, all applicable and required local permits and shall be responsible for the payment of all permitting

and inspection fees in effect at the time of application for each. Hillman Energy Center agrees to on-site inspections as reasonably required for approval of applicable local permits during construction or operation of the Project. As of the time of execution of this Agreement, the Parties agree that, to the best of their knowledge and belief at the time of execution of this Agreement, such local permits include, without limitation:

Tewksbury Inspectional Services (building permits, electrical permits, plumbing permits, mechanical permits, demolition permits); Tewksbury Fire Department (Mass. Fire Code, 527 CMR 1.00 *et seq.* Fire Safety Permit); and the Tewksbury Conservation Commission (Notice of Intent, Land Disturbance Permit).

Notwithstanding the foregoing or anything herein to the contrary, the Town hereby agrees that the fees for each of the necessary local permits for the Project shall be in the amounts set forth on Exhibit E, attached hereto; provided, however, that the Parties acknowledge and agree that such fees may be adjusted by mutual agreement in the event such adjustment is reasonably necessary following any material modification to any fundamental aspect of the Project following the Effective Date. [TOTAL AMOUNT OF FEES REQUIRED, COLLECTIVELY, FOR THE BUILDING PERMIT AND ALL OTHER MINISTERIAL PERMITS REQUIRED FOR CONSTRUCTION OF THE PROJECT NOT TO EXCEED \$1,350,000. PARTIES TO DISCUSS SPECIFIC LIST OF PERMITS COVERED AND FEES FOR EACH TO BE SET OUT ON EXHIBIT E]

4. Massachusetts Energy Facilities Siting Board Petition

On April 1, 2025, Hillman Energy Center petitioned the EFSB, pursuant G.L. 40A § 3 for individual and comprehensive exemptions to the Town's zoning bylaws. The EFSB has granted the Town intervention in the proceeding regarding Hillman Energy Center's petition. The Parties agree that they shall jointly request that the EFSB include this Agreement in the record in the proceeding, Docket EFSB 25-08.

5. Independent Agreement

It is acknowledged and agreed that this Agreement, in part and in its entirety, is and shall remain separate and distinct from any other agreements made between Hillman Energy Center and Tewksbury relative to this Project, including any tax agreement that may be entered into between Hillman Energy Center and the Tewksbury regarding the tax valuation of the Project ("Tax Agreement").

6. Payments

The payments made pursuant to this Agreement, including the agreed upon fees for local permits, shall be independent of, and are in no way dependent upon, payments to be made to Tewksbury pursuant to any Tax Agreement. All payments shall be made in the amounts, at the times, with the frequencies, and otherwise as set forth in the schedule of payments attached hereto as Exhibit D (the "Payment Schedule"). With respect to all payments to reimburse the Town for specified costs incurred, such payment obligations shall only apply with respect to

actual, reasonable, documented costs incurred by the Town for the specified purposes, and shall be payable within thirty (30) days following Hillman Energy Center's receipt of a written invoice therefor from the Town, which invoice shall include reasonably detailed copies of paid invoices or other documentation supporting all such costs, and which invoice may not be submitted prior to the applicable commencement milestone for the payment obligations set forth in the Payment Schedule, but which invoice(s) may be submitted following the applicable commencement milestone in one or more installments as reasonably determined by the Town, but in any event not more frequently than monthly. With respect to all fixed payment obligations under this Agreement, such payments shall be due and payable in full within thirty (30) days following the applicable commencement milestone set forth in the Payment Schedule. All payments made hereunder shall be paid into the Town's General Fund and assigned by the Town to a special revenue account to be used solely for the respective specified purposes set forth herein;. Following receipt of each payment from Hillman Energy Center hereunder, the Town shall provide Hillman Energy Center with a reasonably detailed written receipt for such payment reflecting such payment's deposit into the applicable special revenue account within the Town's General Fund. For the duration of the Term, the Town shall submit, within ninety days following the end of each calendar year, to Hillman Energy Center an annual report reflecting in reasonable detail (i) all funds received by the Town pursuant to this Agreement during the prior calendar year, as well as all funds received by the Town pursuant to this Agreement from any earlier year that were not utilized in such year and were carried forward to such prior calendar year, and how all such funds were deposited and allocated in the Town's budget for such prior calendar year, (ii) how such funds were utilized by the Town, including sufficient detail and such additional receipts or other supporting documentation as may reasonably be requested by Hillman Energy Center to verify that such funds were used for the specified purposes and otherwise in accordance with the requirements of this Agreement, and (iii) the Town's approved budget for the current calendar year, reflecting in reasonable detail allocations of funds anticipated to be received pursuant to this Agreement in such year, as well as any funds received but not utilized in prior years which have been carried forward into such current calendar year. To the extent this Agreement expressly provides a different timeline for reporting on the receipt of such funds and/or what is to be included in such report(s), provisions setting out a more specific timeline and/or specific information requirements shall govern.

A. Public Safety Training & Technical Rescue Equipment Funds

- i. Following Construction Commencement, Hillman Energy Center shall provide annual public safety & emergency management training for responding to, and community preparedness for, BESS and electrical systems incidents. This training shall be consistent with the latest available industry standards for BESS responses in accord with good industry practice, including, but not limited to, standards set forth by the latest editions of the National Fire Protection Association (NFPA) 855. To facilitate the training, Hillman Energy Center shall reimburse the Town annually for actual, reasonable, documented, costs incurred by the Town in connection with such training and backfilling of staff to ensure all companies are operational during training periods (the "Public Safety Training Payments"). [NTD – ERP concept is acceptable but already addressed in clause (iii) below]

- ii. In an effort to provide Tewksbury responders with technical rescue tools, equipment, and supplies necessary to handle a large-scale incident, Hillman Energy Center shall make a one-time payment to Tewksbury in accordance with the Payment Schedule to be used for the procurement of such technical rescue tools, equipment and supplies for the Tewksbury Fire Department (the “Technical Rescue Equipment Payment”). [NTD – we prefer to keep all specific timing + payment amounts in the Payment Schedule exhibit instead of the body of the Agreement to avoid risk of potential inconsistencies] It is recognized that the amount of the Technical Rescue Equipment Payment is an estimate based upon 2025 dollars, and in the event that Commercial Operation (defined in the Payment Schedule) does not occur by December 31, 2029, this amount shall be increased annually as set forth in the Payment Schedule.
- iii. Hillman Energy Center will also submit to the Tewksbury Fire Department an emergency response plan for the Project (the “Emergency Response Plan”) prior to Hillman Energy Center’s Project operations and shall incorporate Tewksbury Fire Department’s comments on such Emergency Response Plan except where incorporation of such comments is unreasonable.

B. Technical Review Payment

Hillman Energy Center shall provide Tewksbury with payments to reimburse it for actual costs incurred by the Town to retain independent consultants and counsel necessary for the Town to review and participate in any proceeding(s) regarding the Project (the “Technical Review Payments”). The parties acknowledge and agree that the Initial Technical Review Payment (as designated on the Payment Schedule) shall be fixed and shall be paid within thirty (30) days of the Effective Date to reimburse the Town for costs incurred by the Town prior to the Effective Date for the permitted purposes stated above, sufficient evidence of which has already been provided to Hillman Energy Center prior to the Effective Date. The parties acknowledge that the Town may invoice Hillman Energy Center following the Effective Date for reimbursement of additional costs incurred for such permitted purposes as necessary, provided that the aggregate of such subsequent Technical Review Payments does not exceed the maximum set forth on the Payment Schedule. It is understood that Hillman Energy Center will be responsible for peer review costs in addition to this amount as provided by statute.

C. Town Energy & Sustainability Programming Funding

Hillman Energy Center recognizes the efforts of the Town to address renewable energy programming, investigate opportunities to improve energy efficiency and battery storage at Town properties, develop fleet alternatives with electric and hybrid vehicles, and create educational programming to highlight energy sustainability programs, and as such, commits to make the following payments to the Town, each to be used by the Town for the specific programs and purposes set forth, respectively, below:

- i) [Contribution to the Town's Municipal Electric and Hybrid Vehicles Conversion Program (vehicles and charging stations, to include publicly accessible charging stations) (the "Muni EHV Conversion Program Payment"); and
- ii) Contribution to the Town's fund for the purpose of providing for municipal facilities with systems and structural upgrades and/or improvements for renewable energy alternatives (the "Muni Facilities Payment").][NTD additional information on these programs remains under review by Hillman Energy Center and these sections are subject to further discussion and/or negotiation pending such review]

D. [Intentionally Omitted]

E. Energy Capacity Study – to be conducted by National Grid for purposes of determining pathway to oversize the existing electric power system with expanded infrastructure to accommodate additional future uses in the Hillman Street area. Proposed cost sharing.

Hillman Energy Center shall reimburse Tewksbury for fifty percent (50%) of the costs incurred by the Town to retain independent consultants to perform this study (the "Energy Capacity Study Payment").

F. Property Value Security Fund

Hillman Energy Center agrees to establish a fund sufficient to pay the record owners (as of Construction Commencement) of residential properties containing residential structures that are located within six hundred and fifty feet of the Project's perimeter, for the amount of any material reduction in the value of their home that such a homeowner can reasonably demonstrate was directly attributable to the construction of the Project, such amount not to exceed twenty-five thousand dollars (\$25,000) per property. The parties acknowledge and agree that the only properties located within the above-described radius as of the Effective Date to which this clause applies are the properties identified by the addresses/tax parcel numbers listed in Exhibit C, attached hereto.

Claims for payment must be filed with the Board of Assessors after COD and before the date that is five (5) years following COD. Tewksbury shall provide Hillman Energy Center with written notice of such claim, which claim shall include reasonable supporting documentation to evidence the homeowner's ownership of the applicable property and the alleged material reduction in value caused by the operation of the Project. In connection with each such bona fide claim, Hillman Energy Center and the Town shall provide the homeowner with a list of three appraisers that are mutually acceptable to the Town and Hillman Energy Center. The homeowner shall select one appraiser from that list. The homeowner and Hillman Energy Center shall each pay half of the cost of such independent, third-party appraiser. If the appraiser's findings confirm that the homeowner has experienced an economic loss due to a material reduction in the value of their home directly attributable to the Project, then Hillman Energy

Center shall make payments to refund the homeowner's cost of the appraisal and to compensate the homeowner in the amount of the diminution in property value, up to an aggregate maximum payment of twenty-five thousand dollars (\$25,000) (each, a "Property Value Payment").

On or prior to COD, Hillman Energy Center shall fund a special reserve account with a national banking institution (the "Security Account") by making an initial payment in the amount of fifty thousand dollars (\$50,000). Hillman Energy Center shall maintain such Security Account until the later to occur of: (i) the date that is five (5) years after COD; and (ii) that date on which the last properly-filed claim under this Section has been resolved (the "Security Account Termination Date"). Promptly, and in any event within ten (10) business days, following the Security Account Termination Date, any funds remaining in the Security Account shall be refunded to Hillman Energy Center pursuant to such written payment instructions as Hillman Energy Center shall provide.

From COD until the Security Account Termination Date, all funds in the Security Account shall be held in escrow and administered for the sole purpose of compensating homeowners in accordance with this Section. In the event that, at the end of any month during the term of the Security Account as set forth above, the balance of funds in the Security Account is less than fifty thousand dollars (\$50,000), Hillman Energy Center shall, on or before the 15th day of the subsequent month, make a payment for deposit into the Security Account in an amount sufficient to restore the balance to not less than fifty thousand dollars (\$50,000).

For the purposes of this subsection, in the event that more than one person or entity owns an interest in a single property, all such owners with respect to a property shall collectively, and not individually, be deemed one homeowner. For avoidance of doubt, each individual condominium, townhome or similar independently-owned residential unit located within a larger residential building shall be considered a separate property for purposes of this subsection.

G. Community Support Funding

Hillman Energy Center, in an effort to demonstrate its commitment to and support of the Tewksbury community, commits to providing the following funding, to be used for the specific programs and/or purposes set forth, respectively, below:

- i. One-time payment to the Town to be deposited in a dedicated fund to be used for capital expenditures on youth sports facilities (the "Youth Sports Payment").
- ii. One-time payment to the Town to be distributed to the Tewksbury Community Pantry to support its charitable efforts to provide food assistance to residents of Tewksbury facing financial challenges (the "Food Bank Payment"),

subject to the Tewksbury Community Pantry's compliance with the applicable provisions of Section 6 above.

iii. One-time payment to the Town to be deposited in a dedicated fund for youth and adult recreation programs in the Town under the Parks and Recreation Department (the "Parks & Rec Payment").

iv. One-time payment to support senior programming in the Town under the Council on Aging (the "Aging Council Payment").

H. Water Quality Improvement Funding

Hillman Energy Center shall provide the Town with the following sums of money to be used by the Town for the purposes of enhancing the Town's drinking water and stormwater systems:

Annual contributions to the Town's Stormwater Enhancement Program designed to promote programs and infrastructure enhancements that will assist in the compliance of targeted removal thresholds of stormwater contaminants (the "Stormwater Enhancement Payments").

7. Facilitation of the Project

A. Tewksbury agrees to take reasonable measures with respect to which it has legal capacity and employ good faith efforts to facilitate the timely review of all local permits and approvals necessary to accomplish the Project and to act at all times during such review within its legal capacity and in compliance with all Applicable Laws. This Section is not intended to and shall not be construed to imply that the Select Board has the authority to direct the outcome of any application submitted to any independent, local permit-issuing authority nor that the Select Board has the independent or concurrent authority to issue any permits or other such approvals for the Project. Further, this Section is not intended to limit the exercise of the Town's police powers or duty to protect public health and safety.

B. Upon request of the Town, Hillman Energy Center shall reasonably cooperate with and provide assistance to the Town in its efforts to review and evaluate the Project, including, but not limited to, any environmental, noise testing or other reports submitted by Hillman Energy Center to any Governmental Authority (as defined in Section 8), including changes to or modifications of the Project and/or PILOT/tax appraisals that may be deemed necessary by the Massachusetts Department of Revenue and/or the Town. Hillman Energy Center shall reimburse the Town for costs incurred by the Town in connection with such reviews and reports, including peer reviews, to the extent required pursuant to Applicable Laws. In addition to the foregoing, to the extent the Town incurs additional costs in connection with such reviews and reports, including peer reviews, that are not required to be reimbursed pursuant to Applicable Laws, Hillman Energy Center shall reimburse the Town for such costs up to the maximum aggregate for such additional costs as is set forth in the Payment Schedule (the "Peer Review Payment"). For avoidance of doubt, any costs incurred by the Town in connection with

this section and reimbursables are independent of and excluded from any monetary amounts (including without limitation, the Technical Review Payment) identified elsewhere in this Agreement.

C. Consistent with Section 16(C) below, Hillman Energy Center shall no later than ninety (90) days after the Effective Date of this agreement, create and maintain a web page that provides up-to-date information about the Project and an opportunity for the Tewksbury community to communicate online with, and ask questions of, representatives of Hillman Energy Center and receive timely responses to any such questions about the Project.

D. Hillman Energy Center agrees to work in good faith with the Town's officials to (i) consider any design changes to the Project and site plan as may reasonably be requested by the Town, and (ii) address material engineering and technical review concerns reasonably raised by the Town to protect the health and safety of residents, onsite employees and the impact on surrounding properties and environmental resources; provided, however, that in no event shall Hillman Energy Center be required to implement any design or other changes that would be considered, or that would otherwise trigger, a "material modification" to the Project requiring additional approvals and/or other action by the EFSB, as determined in good faith by Hillman Energy Center (each, an "EFSB Material Modification").

8. Compliance with Laws

A. With the exception of those Tewksbury zoning and/or general bylaws that the EFSB shall exempt Hillman Energy Center from complying with, Hillman Energy Center shall ensure that the design, construction and operation of the Project conform to and comply with Applicable Laws (as defined below) including, but not limited to, as follows: (A) any traffic, noise or visual requirements or limitations, as listed in Section 10, below; (B) any applicable building, plumbing, electrical, gas, and fire safety codes; and (C) configuration of all EFSB-submitted plans for lighting, landscaping, building and site design(s), and signage and) National Fire Protection Association ("NFPA") 855 Standard for the Installation of Stationary Energy Storage Systems, UL9540/9540A, and NFPA1.

B. Hillman Energy Center and any successor project owner shall operate the Project in accordance with Good Industry Practice, as defined herein.

C. Hillman Energy Center shall ensure that any subcontractors hired to perform construction or operation of the Project shall be required to comply with Applicable Laws and do so in accordance with Good Industry Practice and shall be adequately insured.

D. Tewksbury shall receive, hold, and spend all funds paid by Hillman Energy Center hereunder solely for the applicable respective purposes of such fund as are specifically set forth herein and not for any other purpose or for the benefit of any Public Official. "Public Official" as used herein means (i) any officer, employee, director, principal, consultant, agent or representative, whether appointed or elected, of any Governmental Authority, or (ii) any person acting in an official capacity for or on behalf

of (a) any Governmental Authority, or (b) any public international organization, or (c) any political party or political party official or candidate for office. Use of any funds paid by Hillman Energy Center for any purpose not permitted herein shall constitute a material breach of this Agreement

E. Anti-Corruption. Each of the Parties hereto have not and shall not offer, give or agree to give any person whomsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage in connection with this Agreement (“Anti-Corruption Obligation”). To the extent permitted by law, each Party will release, defend, indemnify, and hold the other Party harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by such Party of its Anti-Corruption Obligation. Such indemnity obligation will survive the termination or expiration of this Agreement.

F. For purposes of this Agreement, the term “Applicable Laws” shall mean any present and future law, act, rule, code, requirement, order, bylaw, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, those relating to the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Project and further including, without limitation, those relating to anti-bribery, anti-corruption and anti-money laundering. For purposes of this Agreement, “Good Industry Practice” shall mean the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the energy storage industry in the construction, operation and maintenance of energy storage systems similar in size and technology to the Project) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of the best or any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum or possible practices, methods or acts. For purposes of this Agreement, “Governmental Authority” shall mean the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof including Tewksbury, and any agency, department, commission, board, bureau, independent electric system operator, or instrumentality of any of them, or any court or tribunal.

Subject to Section 4 and 8A of this Agreement, Hillman Energy Center shall, at all times, including during permitting, construction and operation, comply with all Town of Tewksbury General and Zoning by-laws.

9. Construction Management Plan

Hillman Energy Center shall prepare a construction management plan ("Construction Management Plan") as part of its application process to the Tewksbury Building Department that shall include all Hillman Energy Center obligations provided in Sections 10 (Noise and Visual Mitigation), 11 (Traffic Impacts), and 12 (Fire, Health and Safety). The Construction Management Plan shall be as agreed upon and coordinated with the Tewksbury Town Manager and, as necessary, the Tewksbury police and fire departments and provided to the Town Manager prior to Hillman Energy Center conducting any construction activities; provided, however, that Hillman Energy Center shall not be required to include anything in the Construction Management Plan that would, in Hillman Energy Center's determination, in its sole discretion, constitute a material modification to the Project. The Construction Management Plan shall include, among other things, a written timetable setting forth the pre-construction, construction and completion schedule ("Critical Path Method"). Hillman Energy Center shall provide prior notice to Tewksbury of any material changes to the Construction Management Plan, which shall include in the case of any delay of three months or more in the pre-construction, construction, or completion schedule(s). It is understood that the Tewksbury Conservation Commission may provide additional requirements related to any required filings for the project, provided that Hillman Energy Center shall not be required to take any action that would give rise to an EFSB Material Modification.

To the extent that Hillman Energy Center seeks to expand or modify the Project during the Term of this Agreement, Hillman Energy Center will notify the Town of and will prepare a new construction management plan for such expansion or modification, with any such expansion or modification subject to approval of the appropriate Town authority. In particular, Hillman Energy Center will work with the Town in relation to (i) any new visual or noise impacts to landowners by such expansion or modification, (ii) any traffic impacts from additional construction; (iii) any new fire, health and safety impacts related to any Project upgrade or modifications; and (iv) any additional impacts that may be raised by changing BESS technology to the extent that Hillman Energy Center seeks to upgrade the Project.

10. Noise and Visual Mitigation

The Parties agree that there are abutting landowners to the Project that may have visual and noise impacts as a result of the Project. Hillman Energy Center agrees to use reasonable efforts to mitigate these impacts as follows during construction and operation of the Project and as further provided in Hillman Energy Center's Construction Management Plan:

A. Hillman Energy Center's active construction of the Project will be conducted in accordance with Tewksbury General Bylaw Section 8.12 and other applicable Laws but in no case, except as set forth below, shall be outside of the following hours: Monday – Friday, 7:00 a.m. to 5:00 p.m. No construction shall be conducted on legal holidays. Under no circumstances shall these hours be altered without the written approval of the Town Manager in his/her sole discretion.

B. Hillman Energy Center shall use best efforts to respond to complaints received by the Town about noise from construction and/or operation of the Project and Hillman Energy Center shall undertake any and all commercially reasonable actions to address such complaints. Hillman Energy Center shall assign one representative to handle all complaints from the public and or the Town and shall notify the Town of the name and contact information for such person.

C. Hillman Energy Center shall use commercially reasonable efforts through final design and construction of the Project to shield abutting properties from increases in noise and visual impacts. Hillman Energy Center shall accomplish this in part through plantings, landscaping, buffering walls, berm development, and/or fencing that shall be properly maintained throughout the course of the Term of the Agreement. Hillman Energy Center shall, in this regard, comply with all requirements and conditions mandated by the EFSB.

D. Hillman Energy Center shall establish a post-construction sound monitoring protocol for the Town with the Massachusetts Department of Environmental Protection and the Town Manager, or his/her designated representative. Hillman Energy Center shall perform post construction sound monitoring as required by the EFSB and shall promptly forward the results of any required testing directly to the Town Manager. The Town Manager, or his/her designated representative, may witness the post construction operational sound level measurements. Sound levels from the facility will comply with all applicable state requirements.

11. Traffic Impacts

Hillman Energy Center agrees to work with Tewksbury officials, including the Tewksbury Chief of Police, to address both construction- and operations-phase traffic, and to include traffic mitigation as part of its Construction Management Plan.

A. Hillman Energy Center agrees to utilize Tewksbury police details as may be required or directed by the Town during construction and operation of the Project to ensure the safety of the surrounding area. Use of such details in connection with construction or operation of the Project or upon local public ways shall be subject to the rules and requirements of the Tewksbury Chief of Police.

B. During construction, any non *de minimis* deviations from the Construction Management Plan must be submitted to the Tewksbury Town Manager and Chief of Police for their approval, not to be unreasonably withheld.

C. Hillman Energy Center shall, promptly following COD (but in no event later than six (6) months following COD), repair any damage to Hillman Street, Clinton Street, Court Street, and Washington Street in Tewksbury caused by construction of the Project as may reasonably be determined by the Tewksbury Highway Superintendent. Such repair shall be completed in accordance with the Tewksbury Roadway Rules and Regulations and, to the extent not inconsistent, other Good Industry Practices.

D. Hillman Energy Center hereby agrees to coordinate with the Tewksbury Chief of Police and the Tewksbury Director of Public Works in advance of any transportation of oversized and/or overweight loads in connection with construction or operation of the Project.

E. During construction, Hillman Energy Center shall use commercially reasonable efforts to ensure that large truck, heavy equipment and machinery, semi-trailer truck and oversized load traffic to and from the Project only utilize State-numbered routes available for use within the Town for access, with preferred access via Interstate 495 and Route 38.

12. Fire, Health and Safety

The Parties agree to the following in connection with fire, health and safety aspects of the Project:

A. The Tewksbury Fire Chief shall be consulted in the development of the Construction Management Plan, in relation to fire safety and emergency medical requirements. The Tewksbury Fire Chief's suggestions shall be incorporated into the design and operations plans for the Project, as reasonably appropriate, and provided such suggestions to not give rise to any EFSB Material Modification. The Town shall include reference to the Project and its operations as necessary in its emergency management procedures.

B. Hillman Energy Center and any successor or other owner of the Project shall provide and maintain a company employee or employees as a point of contact for the Town ("Hillman Energy Center Representative(s)"). The Hillman Energy Center Representative(s) shall be knowledgeable of the Project and be in a position of authority to assist the Town with construction, operation, emergency and decommissioning questions. Upon the Effective Date, Hillman Energy Center shall provide Tewksbury the contact information (name, address, telephone and email address) of the Hillman Energy Center Representative(s) and promptly update the Town in the event of a change in the Hillman Energy Center Representative(s). In the event of any assignment or sale of the Project pursuant to Section 20, Hillman Energy Center shall promptly notify the successor owner of this requirement to provide and maintain an owner company contact with the Town.

C. Upon reasonable request, the Hillman Energy Center Representative(s) shall provide Tewksbury safety officials with reasonable access to the Project to ensure the operations at the Project adhere to Applicable Laws and this Agreement. In association with Section 6(a)(i) above, the Hillman Energy Center Representative(s) shall provide access to the Project to Tewksbury officials for annual emergency response training and shall coordinate participation by Hillman Energy Center representatives in such emergency response training at a mutually acceptable time.

D. As part of this Agreement, Hillman Energy Center shall reimburse the Town annually for costs incurred by the Town to procure, replace and/or restock materials and/or equipment as necessary to ensure that the Tewksbury Fire Department maintains appropriate tools and supplies to provide for adequate fire suppression response in the event of a fire or incident at the Project, the exact specifications of which shall be reasonably determined by the Fire Chief annually to ensure the most appropriate version or type of material or equipment is procured, replaced or restocked (the “Fire Suppression Materials Payment”).

E. Emergency notification systems used for safety and/or fire monitoring shall provide for immediate notification to the Tewksbury Fire Department in addition to any offsite third-party monitoring company or agent. Hillman Energy Center shall also be required, in the event of an emergency on the site, to have an official representative be present onsite not later than two hours after notification by the Fire Chief or his designee. The Parties shall work together to ensure that appropriate provisions for notification of Tewksbury public safety officials of any hazardous condition or potentially hazardous condition at the facility are included in the Emergency Response Plan.

F. Fire Suppression: Hillman Energy Center shall install (at Hillman Energy Center’s sole cost and expense), to the reasonable satisfaction of the Fire Chief and Water & Sewer Superintendent, sufficient fire protection materials and equipment that provide for maximum fire protection on the property and at the facility; provided, however, that the foregoing shall not require Hillman Energy Center to take any action that would, in Hillman Energy Center’s determination, in its sole discretion, give rise to a material modification of the Project. Further, Hillman Energy Center shall be responsible for reimbursing the Town for all water used on the property for fire suppression efforts, whether from on-site hydrants, mains or lines, or from off-property sources, with said amounts to be determined by the Town through meters or any estimating process that the Town deems reasonable.

G. Water Collection – Fire Suppression: Runoff resulting from water used in fire suppression activities will be directed into the stormwater management system for the Project site. The stormwater management design will meet the Massachusetts Stormwater Policy recommendations, and the Project will fully comply with MassDEP Stormwater Standards and Town Requirements, unless exempted by the EFSB. Water collected in the stormwater management detention basin, catch basins, vortex units (or similar) and/or other collection facilities will be monitored during firefighting activities. Hillman Energy Center shall have a licensed environmental services company on contract to remove and properly dispose of affected runoff water within the stormwater management system. No more than thirty (30) days following COD, Hillman Energy Center shall provide the Town with documentation demonstrating a valid contract in full force and effect with a licensed environmental services company and shall include such company in its Emergency Response Plan for immediate dispatch to the Project in the event of an active fire and further, shall maintain such a contract for the life of the operation of the Project. Notwithstanding the foregoing, in no event shall Hillman

Energy Center be obligated to take any action that would give rise to an EFSB Material Modification.

H. Hillman Energy Center shall not deploy, install, or use any secondhand, reconditioned, or previously used battery systems on the property. All batteries or battery systems used on the property shall be tested and certified by Underwriters Laboratories with a UL 9540 and 9540A certificate as safe. Further, Hillman Energy Center shall provide to the Town prior to installation a full 9540A any publicly available test report for each type of battery device located on the property. Hillman Energy Center shall further notify the Tewksbury Fire Chief in advance if the type of battery or batteries used onsite is to be changed and shall provide publicly available 9540A testing results for that battery that are reasonably acceptable to the Tewksbury Fire Chief. The Town agrees that this provision will be reviewed twenty years following COD.

I. Spacing between battery packs which may include multiple battery units on the property shall be installed in accordance with NFPA 855 and/or the directives of the EFSB.

J. When a battery, battery pack, or other item including equipment, supply or material is deactivated or no longer used for power storage and/or related technical use, it shall be removed from the property as soon as possible, but in no case more than thirty calendar days following said deactivation.

K. A snow storage and snow removal plan shall be provided to the Town for approval, which plan shall address how Hillman Energy Center proposes to ensure snow is cleared from the property to prevent snow from unreasonably limiting or restricting access by emergency personnel to any battery pack or energy system on the property.

13. Use of Local Labor

Hillman Energy Center agrees to use commercially reasonable efforts to hire local union labor in connection with the construction of the Project.

14. Decommissioning

Hillman Energy Center shall decommission and remove the Project following the end of all use and/or operations of the Project, at Hillman Energy Center's sole cost and expense, in accordance with the decommissioning plan as provided by Hillman Energy Center to the Town and in accord with all Applicable Laws and Good Industry Practice in place during time of decommissioning. Hillman Energy Center shall provide the Town with a copy of any decommissioning plan it files with any Governmental Authority in connection with permitting or approval of the Project. Hillman Energy Center shall provide Tewksbury with at least one hundred and eighty (180) days' prior written notice of the decommissioning of the Project. This Section shall survive the termination of this Agreement until all obligations hereunder have been fully discharged.

Within sixty (60) days of COD, Hillman Energy Center shall establish and annually maintain a bond, or, at Hillman Energy Center's option at its election, provide the Town with a parent company guaranty or a letter of credit with customary terms which are acceptable to the Town in its reasonable discretion, to provide for funding to decommission and remove said Project. The initial amount of said bond shall be approved by the Town to be reasonably deemed sufficient to ensure the proper removal of the installation with a mechanism for calculating increased removal costs due to inflation or increased market rate cost of the equipment and services necessary to achieve the removal and site restoration but in no case less than three million dollars (\$3,000,000) or more than six million dollars (\$6,000,000). At a date no earlier than the tenth anniversary of COD of the Project, the Town may request that a qualified independent engineer mutually acceptable to the Parties perform an appraisal of the estimated cost required to remove all equipment and structures from the site, address any hazardous materials or contamination that may be identified, and to restore the site to a condition equal to that in existence at the time of acquisition by Hillman Energy Center at the end of the expected useful life of the Project. If the Parties are unable to mutually agree on an independent engineer after thirty days of negotiations regarding the selection of the same, one shall be appointed by the American Arbitration Association, Boston office, pursuant to its "Arbitrator Select, List and Appointment" program and Section 28 hereof. Notwithstanding the foregoing, any appraisal shall be final and not subject to further review and the Parties shall each pay one half of the cost of such independent engineer's appraisal. Within sixty days of receipt of the results of the independent engineer's appraisal, Hillman Energy Center shall post a bond in the amount of the estimated cost to decommission the Project as set forth in such appraisal; provided, however, that in no case shall the amount of said Bond exceed six million dollars (\$6,000,000). The Town of Tewksbury shall be listed as a beneficiary of said bond.

15. Local Purchasing

Hillman Energy Center agrees to use commercially reasonable efforts to purchase goods and services necessary for the construction of the Project from local vendors.

16. Community Updates

- A. Hillman Energy Center agrees to provide promptly to the Town copies of material filings and other material information submitted or received in connection with such proceedings in any filing before an agency or department of the Commonwealth in connection with the Project as may occur. Hillman Energy Center shall, to the extent reasonably practicable and not prohibited by any Applicable Laws, provide reasonably promptly to the Town notice of and, where possible, a hyperlink to, all other material filings and other material information submitted or received before the Federal Energy Regulatory Commission or any other federal agency and ISO-NE that involve Hillman Energy Center
- B. Once construction commences, Hillman Energy Center shall establish a community outreach plan with Tewksbury officials that will provide for timely public dissemination of information regarding construction schedule, work hours, etc. ("Community Outreach Plan"). Hillman Energy Center will keep Tewksbury reasonably apprised of progress in constructing the Project and shall identify and describe, as

promptly as practicable, any significant construction issue which might be reasonably expected to affect the interests of Tewksbury, and provide not less than one day advance notice of any need to conduct construction activities after the standard construction day shift set forth in accordance with Section 10 of this Agreement.

- C. Hillman Energy Center shall periodically (but at least once every six months or upon reasonable request of the Tewksbury Select Board) during pre-construction and construction activities provide public reports to Tewksbury at meetings of the Select Board, describing its progress in obtaining necessary permits and the status of construction of the Project, and, matters that may reasonably be expected to affect the Town's interests, describing major issues which may have arisen and responding to questions from Town officials and/or the public.

Hillman Energy Center shall create and maintain a web page that it will provide updates to the community with status and progress reports on the permitting, construction, and operation of the Project and any material changes thereto.

17. Insurance and Indemnification

A. Subject to the minimum coverages set forth in Exhibit B, Hillman Energy Center shall at all times maintain insurance coverage as required and appropriate for the Project in accordance with any applicable Tewksbury bylaws, including, without limitation, insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction or operation of the Project. Hillman Energy Center shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by projects of similar size and scope and shall provide insurance coverage information to the Select Board annually and promptly following any material changes to such coverage.

B. Hillman Energy Center shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives ("Tewksbury Indemnified Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action or suits or judgments by third parties, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with: (i) any material breach by Hillman Energy Center of its obligations, covenants, representations or warranties contained in this Agreement; or (ii) Hillman Energy Center's material act or omission that constitutes a violation of Applicable Laws; provided that: (a) the Town has not materially breached any obligation, covenant, representation or warranty contained in this Agreement or taken any act or omission that constitutes a violation of Applicable Laws; and (b) the defenses available to Hillman Energy Center against such claims are similar to those available to Tewksbury. In addition, notwithstanding the foregoing, in no event shall Hillman Energy Center be obligated to indemnify, defend or hold harmless the Town or any other Tewksbury Indemnified Party for any matter to the extent it is proximately caused by any Tewksbury Indemnified Party.

If a Tewksbury Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Hillman Energy Center of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Hillman Energy Center shall be required to reimburse the Town for any documented reasonable costs associated with a claim for indemnification by a Tewksbury Indemnified Party within sixty days of the Town's submission of its documented costs to Hillman Energy Center. Upon written acknowledgment by Hillman Energy Center that it will assume the defense and indemnification of a claim from a Tewksbury Indemnified Party, Hillman Energy Center may assert any defenses which are or would otherwise be available to the Tewksbury Indemnified Party. Hillman Energy Center shall have full control of such defense and proceedings, including the selection of counsel and any settlement of the proceedings.

C. No later than thirty days prior to Construction Commencement, Hillman Energy Center shall deliver to the Town a parent guaranty from East Point Energy, LLC, Hillman Energy Center's parent, in a form reasonably acceptable to the Town (the "Guaranty"). The Guaranty shall: (i) guarantee Hillman Energy Center's obligation to make the payments due hereunder following COD, (ii) Hillman Energy Center's other obligations hereunder, and (iii) be capped at an amount equal to (A) from and after the date that is thirty (30) days after the Effective Date and through the date that is the fifth (5th) anniversary of COD, [xx million dollars (\$xx,000,000)], (B) from the date that is the fifth (5th) anniversary of COD until the date that is the tenth (10th) anniversary of COD, [xx dollars (\$xx,000,000)], and (C) from the date that is the tenth (10th) anniversary of COD until the termination of this Agreement, [xx dollars (\$xx,000,000)].[NTD – blanks to be completed with final agreed aggregate maximum amounts remaining due and payable under the HCA as of each milestone date]

D. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination or expiration of this Agreement for a period of three years with respect to any claims which occurred or arose prior to such termination or expiration.

18. Representations and Warranties

A. Town Representations and Warranties. As of the Effective Date, the Town represents and warrants to Hillman Energy Center:

- 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 action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Town or its properties 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. Hillman Energy Center Representations and Warranties. As of the Effective Date, Hillman Energy Center represents and warrants to the Town:

- i. Hillman Energy Center 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 Hillman Energy Center has full authority to do so and to fully bind Hillman Energy Center; and
- iii. Hillman Energy Center 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 Hillman Energy Center or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Hillman Energy Center's ability to carry out its obligations under the Agreement.

19. Events of Default; Remedies; Limitation of Liability

A. Events of Default by Hillman Energy Center. The following shall each constitute an event of default by Hillman Energy Center ("Hillman Energy Center Event of Default"):

- i. Hillman Energy Center breaches any non-monetary material obligation under the Agreement, and fails to cure such breach within thirty days after notification by the Town of the breach (or such longer period of time as is reasonably necessary to cure such breach, provided Hillman Energy Center commences the cure of such breach within such thirty day period and thereafter diligently continues to pursue such cure to completion) and such failure is not proximately caused by a Town Event of Default as set forth in this Agreement;
- ii. Hillman Energy Center fails to make any payment due under this Agreement by the applicable due date, and such failure continues for more than thirty days after written notification from the Town;
- iii. If any material representation or warranty made by Hillman Energy Center in this Agreement proves to have been misleading or false in any material respect when made and Hillman Energy Center does not cure the underlying facts so as to make such representation or warranty correct and not misleading within thirty days of written notice from the Town;

- iv. Hillman Energy Center: (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 Hillman Energy Center'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 Hillman Energy Center'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. Hillman Energy Center 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 Hillman Energy Center under this Agreement.

B. Events of Default by Town. It shall constitute an event of default by the Town ("Town Event of Default") if (i) the Town breaches any material obligation under the Agreement and fails to cure such breach within thirty days after notification by Hillman Energy Center of the breach, or (ii) any material representation or warranty made by the Town in this Agreement proves to have been misleading or false in any material respect when made and the Town does not cure the underlying facts so as to make such representation or warranty correct and not misleading within thirty days of written notice from Hillman Energy Center.

C. Remedies; Limitations. In the event of a Hillman Energy Center Event of Default under Section 19.A.ii of this Agreement, and the failure to timely cure following notification by the Town of the Event of Default, the Town, subject to any limitations under Applicable Laws, shall add to any amount due and owing a 12% interest charge per year (or the maximum rate permitted by Applicable Laws, if less), prorated for the length of such Hillman Energy Center Event of Default.

D. Measure of Damages. The Parties confirm that the express remedies and measure of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the Parties reserve and shall have all rights and remedies available to them at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

E. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, 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.

20. Assignment

Hillman Energy Center agrees that this Agreement shall be binding upon and inure to the benefit of successor owners and operators of the Project. Hillman Energy Center further agrees that it will not sell, lease or otherwise dispose of the Project (each a "Transfer") to any person or entity ("a Transferee") without prior written consent by the Town, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that in the event (i) Hillman Energy Center reasonably believes such person or entity has the resources and ability to operate the Project in accordance with Applicable Laws and in accordance with this Agreement and (ii) at the time of such Transfer, Hillman Energy Center obtains a written agreement of the Transferee to be bound by this Agreement, then in such case no prior written consent will be required, but Hillman Energy Center shall provide written notice of such Transfer to the Town. In the event Hillman Energy Center requests the Town's consent to any Transfer where such consent is required, the Town shall be deemed to have approved such consent if the Town fails to respond to Hillman Energy Center's request within ten (10) business days following receipt of written request for such consent. Any assignment by Hillman Energy Center in connection with any financing, or to any entity controlling, controlled by, or under common control with Hillman Energy Center shall not be considered a Transfer. As soon as practicable after such Transfer, Hillman Energy Center shall give notice thereof to the Town and identify the Transferee, along with a statement that after due diligence, Hillman Energy Center reasonably believes that the conditions of this Section 20 are fulfilled with respect to such Transferee.

21. Termination

This Agreement shall not be subject to termination, except for the following events of termination:

- i. By mutual agreement of the Town and Hillman Energy Center;
- ii. By Hillman Energy Center in the event that it abandons the Project prior to Construction Commencement or COD or there is any regulatory or legal proceeding or government investigation that results in an unfavorable final judgment, order, decree, stipulation or injunction that prevents Hillman Energy Center from constructing or operating the Project; or immediately upon the Town's breach of the

Anti-Corruption Obligation or after notice and a thirty (30) day cure period following the Town's breach of any of the other obligations set forth in Section 8(D) and/or (E) above.

- iii. By the Town in the event of: (i) an incurable Hillman Energy Center Event of Default pursuant to Section 19; or (ii) a Hillman Energy Center Event of Default pursuant to any other provision of this Agreement which is not cured within eighteen months of the date of the Event of Default and which failure to earlier cure is due to an event of Force Majeure as set forth below.

22. Force Majeure

For the purposes of this Agreement, "*Force Majeure*" means any cause not within the reasonable control of Hillman Energy Center 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; lock-outs 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; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Hillman Energy Center from performing due to any governmental act, failure to act, or order, where it was reasonably within Hillman Energy Center's power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, *Force Majeure* shall not mean:

- i. Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.
- ii. Unavailability of equipment, repairs or parts for the Project, except to the extent due to a qualifying event of *Force Majeure* (whether such event affects Hillman Energy Center directly or any supplier, manufacturer, shipper or warehouseman, including the delay in obtaining construction materials as a result of a qualifying Force Majeure event).
- iii. Any nonpayment under this Agreement.
- iv. Economic hardship of Hillman Energy Center.

23. 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:

If to Tewksbury:

Town Manager

Town of Tewksbury
1009 Main Street, 2nd Floor
Tewksbury, MA 01876jcurran@tewksbury-ma.gov

with a copy to:

Kevin Feeley
Town Counsel
[address] [NTD – TOWN TO COMPLETE]
kf@feeleybrownlaw.com

If to Hillman Energy Center:

Hillman Energy Center, LLC
310 4th Street NE, 3rd Floor
Charlottesville, Virginia 22902
Attn: Tyler Rynne
Email: Hillman@eastpointenergy.com

With a copy to:

Hillman Energy Center, LLC
310 4th Street NE, 3rd Floor
Charlottesville, Virginia 22902
Attn: Legal Department
Email: legal@eastpointenergy.com

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the 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 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 shall be followed up by personal delivery or overnight delivery within forty-eight 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.

24. 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, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written

understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

25. 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 14, 17, 23, 27, 28 and 29.

26. 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.

27. 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.

28. 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 Hillman Energy Center. The Town and Hillman Energy Center agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

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 Hillman Energy Center and the Town Manager of Tewksbury, as the case may be, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty 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 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. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

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

29. 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 Project or of a Party’s or its affiliates’ business (“Confidential Information”), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party’s violation of this Agreement; (ii) is required to be disclosed by a Governmental Authority, under Applicable Laws or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall, to the extent permitted by Applicable Laws, promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party that is, to the receiving Party’s knowledge, under no obligation of confidentiality.

30. Amendments

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Successors and Assigns

This Agreement shall be binding upon Hillman Energy Center and Tewksbury and each of Hillman Energy Center's successors and permitted assigns and inure to the benefit of and be enforceable by Hillman Energy Center, Tewksbury and each of Hillman Energy Center's successors and permitted assigns, as the case may be.

37. 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.

38. Further Assurances

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver 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.

39. No Limitation of Regulatory Authority

The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Tewksbury to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Tewksbury or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Laws.

[Signature Page to Follow]

IN WITNESS WHEREOF, Tewksbury has caused this Agreement and has caused its seal to be attached to this Agreement on the ____ day of _____, 2026.

ATTEST:

TOWN OF TEWKSBURY

By:

By

[Name, Title]

IN WITNESS WHEREOF, Hillman Energy Center has caused this Agreement to be executed in its name by its duly authorized officer and has caused its corporate seal to be attached to this Agreement, on the ____ day of _____, 2026.

ATTEST:

HILLMAN ENERGY CENTER, LLC

By: _____

By: _____

[Name, Title]

EXHIBIT A: PROJECT DESCRIPTION

Hillman Energy Center, LLC proposes to construct a BESS project on two parcels of land, i.e., Parcel 35-6-MAIN and Parcel 35-7, at 73 and 75 Hillman Street in Tewksbury (the “BESS site”) The BESS site is bounded by Hillman Street to the south, high voltage powerlines to the west, railroad tracks to the north, and Clinton Street to the east. Generally, land uses surrounding the BESS site include existing electric transmission corridors and related infrastructure, extensive wetland areas to the north and west, and commercial/industrial development to the east and south. The Project proposes installation of 134 BESS modules – consisting of lithium-ion batteries housed in above-ground storage cabinets and transformers on concrete slabs – on approximately 4.3 acres of land.

The Proposed Transmission Interconnection line would extend approximately 1,200 feet and traverse four separate tax parcels: Parcel ID 35-4, Parcel ID 35-5, and Parcel ID 49-34, all owned by National Grid; and Parcel ID 11-1, owned by the Massachusetts Bay Transportation Authority (“MBTA”). Per the Town of Tewksbury’s zoning map, Parcel ID 11-1, Parcel ID 35-4, and Parcel ID 35-5 are zoned Industrial, and Parcel ID 49-34 is zoned Park District. Additionally, Parcel ID 11-1 is situated in an existing railroad corridor, and Parcel ID 35-5 and Parcel ID 49- 34 contain the existing National Grid Substation 22A and wetland areas. In total, approximately 3.8 acres is developed with an existing landscaping business and a truck repair shop. The remaining 0.25 acres of this parcel consists of an isolated vegetated wetland. The 75 Hillman Street Parcel is approximately 0.29 acres in size, contains equipment storage and other industrial uses, and is entirely developed.

The Project Site is located within a Zone II Wellhead Protection Area, as mapped by the Massachusetts Department of Environmental Protection. Hillman Energy Center contends that no part of the Project Site is mapped or identified as Outstanding Resource Waters, and that the Project Site does not contain any mapped floodplains, estimated habitat for state-listed rare species, certified vernal pools, areas identified as Areas of Critical Environmental Concern, surface water supply protection areas, or protected open space. Figure 1, below, provides an aerial view of the Project Site and vicinity.

EXHIBIT B: INSURANCE MINIMUM COVERAGES

Subject to commercial availability on reasonable terms and conditions, Hillman Energy Center shall obtain and maintain insurance policies in compliance with the following requirements:

1. **Commercial General Liability Insurance**, for the duration of this Agreement, written on an ISO CG 00 01 occurrence form or the equivalent with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate and \$2,000,000 products-completed operations, which can be met through a combination of primary and excess liability coverage.
2. **Umbrella or Excess Liability Insurance**, as of Construction Commencement and thereafter for the remaining duration of this Agreement, following the form and at least as broad as the underlying Commercial General Liability policy, in an amount not less than \$20,000,000 per occurrence, \$20,000,000 aggregate, and \$20,000,000 completed operations aggregate.

EXHIBIT C: LIST OF ABUTTING HOMEOWNERS

(Residential Properties 650 Foot Radius)

[see attached]

Map-Parcel	Name	Address (including Unit #, if applicable)	City	Zip
48-79-U027			Tewksbury	01876
48-79-U028			Tewksbury	01876
48-79-U029				01876
48-79-U024		t	Tewksbury	01876
48-79-U025			Tewksbury	01876
48-79-U026			Tewksbury	01876
48-79-U009			Tewksbury	01876
48-79-U010			Tewksbury	01876
35-10			Tewksbury	01876
48-55			Tewksbury	01876
48-53			Tewksbury	01876
48-62			Tewksbury	01876
48-69			Tewksbury	01876
49-12			Tewksbury	01876
48-79-U032			Tewksbury	01876
48-79-U031			Tewksbury	01876
48-79-U030			Tewksbury	01876
48-79-U021			Tewksbury	01876
48-79-U022			Tewksbury	01876
48-79-U023			Tewksbury	01876
48-79-U008			Tewksbury	01876
48-79-U007			Tewksbury	01876
48-79-U011			Tewksbury	01876
48-79-U012			Tewksbury	01876

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48-70					Tewksbury	01876
48-63					Tewksbury	01876
48-64				t	Tewksbury	01876

EXHIBIT D: SCHEDULE OF PAYMENTS

The following is the schedule of payments to be made pursuant to the terms of the HCA. For purposes of this Payment Schedule and the HCA, the commencement milestones shall be defined as follows:

“Effective Date” means: the Effective Date as defined on the first page of this Agreement, which has been agreed by the Parties following mutual execution hereof.

“Construction Commencement” means: the date the first battery container for the Project is delivered to the site.

“COD” means: the date the Project achieves commercial operation, defined as the date that the BESS is available for dispatch and sale of energy on a continuous commercial basis.

“First Year Operation” means: the date that is one (1) year following COD

[Payment Schedule on next page]

Payment Description	Type of Payment	Amount	Commencement Milestone	Frequency
Technical Review	Initial Fixed + Subsequent Reimbursement	Initial Fixed of \$[] Subsequent payments up to \$[] [NTD – total of initial + subsequent payments not to exceed \$250,000]	Effective Date	One-Time Initial + Variable Subsequent Payments
Energy Capacity Study	Reimbursement (50% only)	Up to \$50,000	Construction Commencement	One-Time
Muni EHV Conversion Program	Fixed	\$150,000	Construction Commencement	One-Time
Public Safety Training	Reimbursement	Up to \$50,000	Construction Commencement	Annual
Fire Suppression Materials	Reimbursement	Up to \$10,000	Construction Commencement	Annual
Peer Review	Reimbursement	Up to \$100,000	Construction Commencement	One-Time
Property Value Security Account	Refundable Deposit	\$50,000	COD	One-Time ¹
Property Value Payments	Variable	\$0 - \$[675,000] ²	COD	Variable over 5-year period
Youth Sports	Fixed	\$50,000	COD	One-Time
Food Bank	Fixed	\$50,000	COD	One-Time
Parks & Rec	Fixed	\$50,000	COD	One-Time
Aging Council	Fixed	\$50,000	COD	One-Time
Stormwater Enhancement	Fixed	\$70,000	COD	Annual
Technical Rescue Equipment	Fixed	\$80,000 ³	COD	One-Time

¹ The Security Account must initially be funded with \$50,000 and will be the initial source of funding for any Property Value Payments due under the Agreement. The Security Account is subject to monthly replenishment as necessary to maintain a balance of \$50,000 during the 5-year period following COD, but any remaining funds after expiration of that period and resolution of all claims will be refunded. See Section 6(F) above.

² Up to max of \$25,000 per property, with [27] properties located within applicable radius. See Section 6(F) above.

³ Amount shall increase by \$25,000 if Commercial Operation is not achieved by December 31, 2029, and by an additional \$25,000 for each additional calendar year that Commercial Operation is delayed thereafter.

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Muni Facilities Payment	Fixed	\$150,000	First Year Operation	One-Time
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EXHIBIT E: LIST OF AGREED FEES FOR CERTAIN REQUIRED LOCAL PERMITS

**Demolition
Ground disturbance
Electrical
Building
Fire**

[TO BE COMPLETED]

**[LIST OF PERMITS AND ASSOCIATED FEES TO BE DISCUSSED AND FINALIZED -
WITHALL MINISTERIAL PERMITS REQUIRED FOR CONSTRUCTION AND
OPERATION OF THE PROJECT TO BE COVERED AND FOR THE AGGREGATE
PERMIT FEES TO NOT EXCEED A TOTAL OF \$1,350,000]**

Appendix Bullet Points:

1. Hillman Energy Center, LLC proposes to construct a BESS project on two parcels of land, i.e., Parcel 35-6-MAIN and Parcel 35-7, at 73 and 75 Hillman Street in Tewksbury (the “BESS site”) The BESS site is bounded by Hillman Street to the south, high voltage powerlines to the west, railroad tracks to the north, and Clinton Street to the east. Generally, land uses surrounding the BESS site include existing electric transmission corridors and related infrastructure, residential, extensive wetland areas to the north and west, and commercial/industrial development to the east and south. The Project proposes installation of 169 BESS modules – consisting of lithium-ion batteries housed in above-ground storage cabinets and transformers on concrete slabs – on approximately 4.3 acres of land.
2. Hillman Energy Center shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. *(Including AHJ Witness testing of Critical Life Safety Systems prior to Hot Commissioning of the batteries)*
3. Hillman Energy Center agrees to on-site inspections as reasonably required for approval of applicable local permits during construction or operation of the Project. *(Including 3rd party UL9540 Field Audit of National Electric Code requirements)*
4. *Hillman Energy Center agrees to cover the cost of a 3rd party reviewer for the City for the total submission package.* Hillman Energy Center shall provide Tewksbury with a onetime payment to reimburse it for costs incurred by the Town to retain independent consultants and counsel necessary for the Town to review and participate in any proceeding(s) regarding permits for the Project.
5. Hillman Energy Center shall provide annual public safety & emergency management training for responding to, and community preparedness for, BESS and electrical systems incidents.
6. Hillman Energy Center will also submit to Tewksbury an Emergency Response Plan (ERP) for the Project prior to Hillman Energy Center’s commissioning of the Project and shall consider in good faith Tewksbury’s comments on such Emergency Response Plan. *An ERP will be needed for the construction, commissioning, operations, and decommissioning phases of the project.*
7. Hillman Energy Center shall ensure that the design, construction and operation of the Project conform to and comply with Applicable Laws (as defined below) including, but not limited to, *National and State Fire Codes* and NFPA 855 2026 Standard for the Installation of Stationary Energy Storage Systems, UL9540/9540A, and NFPA1.
8. *Per NFPA 855, via NFPA 1142, available fire water for the BESS project site will be a minimum of 30,000 gallons. This dedicated fire water supply can be augmented with an automatic refill from the municipal water system, such as a hydrant, or monitored via the fire alarm for level indication to ensure a minimum of 75% of tank’s capacity.*
9. *Per NFPA 855, the selected battery technology will require a Large-Scale Fire Test representative to the layout to be used on site. The data from this test will be incorporated into the HMA and provide evidential validation for the project layout regarding spacing between enclosures, to ensure non propagation between enclosures during an incident.*
10. *Site access will need to include multiple entry/egress points. A dedicated fire access road, from these access points, will encircle the BESS yard with a minimum width of 20’ and surfaced to support a 75,000 lb. fire apparatus in inclement weather conditions.*
11. *A First Responder’s Station or Incident Command Post (ICP) will be required near the main entrance and spaced a minimum of 100’ from the nearest BESS enclosure. The ICP should be located upwind of the BESS yard, and the fire access to the site should be upwind as well. The*

ICP will serve as the muster point and contain a fire alarm annunciator panel to provide necessary incident data to first responders at site. If a fire water tank is included in the site layout, it should be collocated with the fire alarm annunciator at the ICP. The fire alarm will need to be monitored at a UL Listed Central Station per NFPA 72. If there is a secondary entrance to the site then an annunciator shall be placed there for first responder convenience.

- 12. The fire alarm system will need a Class A loop for site panel aggregation. The fire alarm initiation and notification devices will be provided with backup power from the fire alarm batteries. The exhaust system, fans and louvers, will need a separate backup power source, sized based on the results of the LSFT.*
- 13. A full functional test of the Critical Life Safety System will need to be conducted by project personnel and then separately witnessed by the local Fire Officials. This will be completed satisfactorily prior to any hot commissioning taking place. This functional test will need to include confirmation of the exhaust system's performance, demonstrating that it meets the minimum CFM output listed in the HMA as well as manufacturer's documentation.*
- 14. A full set of documents in accordance with NFPA 855 (2026 Edition) shall be supplied to the fire department as well as their third-party reviewers which includes but is not limited to (all references per NFPA 855 (2026 Edition)):*
 - a. Construction documentation for both the site and battery unit per Section 4.2.1.*
 - b. Manuals per Section 4.2.3*
 - c. Commissioning plan in accordance with Chapter 6*
 - d. Decommissioning plan and information in accordance with Chapter 8*
 - e. Emergency Planning and training per the HCA and Section 4.3 to include:*
 - i. Emergency Response Plan/Emergency Operations Procedures for all phases of the project (ie preconstruction, construction phase, commissioning phase, operational phases)*
 - f. A hazard Mitigation Analysis that covers both the battery enclosure and the site level per Section 4.4 to include.*
 - i. Fire Risk Analysis for both the battery and the site level*
 - ii. Plume analysis and modeling*
 - g. Combustible Storage near the battery enclosures shall be in accordance with Section 4.5 to include all MSDS.*
 - h. Equipment on site shall be in accordance with Section 4.6 and 9.3*
 - i. Designs and documentation that the Installation is in accordance with Section 4.7 and 9.5*
 - j. Smoke and fire detection shall be in accordance with Section 4.8*
 - k. Water Supply and documentation shall be in accordance with Section 4.9.5*
 - l. Emergency Power Supply and documentation shall be in accordance with Section 4.10 as well as based on the LSFT reports findings.*
 - m. Critical Safety System Control and Power and documentation shall be in accordance with Section 4.11*
 - n. System Interconnections to include disconnection means as well as proof of documentation to be in accordance with Chapter 5*
 - o. Fire and Explosion testing documentation and data in accordance with Section 9.2*
 - p. Calculations and modeling data to determine compliance with explosion control and prevention in accordance with Section 9.7.6.7.3*

- i. This includes in field testing and verification of the system to show that it complies data provided.*
 - q. Classified correctly in accordance with Section 9.4 for proper review and documentation requirements.*
- 15. Hillman Energy Center shall provide prior notice to Tewksbury of any material changes to the Construction Management Plan, which shall include in the case of any delay of three months or more in the pre-construction, construction, or completion schedule(s). It is understood that the Tewksbury Conservation Commission may provide additional requirements related to any required filings for the project.
- 16. To the extent that Hillman Energy Center seeks to expand or modify the Project during the Term of this Agreement, Hillman Energy Center will notify the Town of and will prepare a new construction management plan for such expansion or modification, with any such expansion or modification subject to approval of the appropriate Town authority. In particular, Hillman Energy Center will work with the Town in relation to (i) any new visual or noise impacts to landowners by such expansion or modification, (ii) any traffic impacts from additional construction; (iii) any new fire, health and safety impacts related to any Project upgrade or modifications; and (iv) any additional impacts that may be raised by changing BESS technology to the extent that Hillman Energy Center seeks to upgrade the Project.
- 17. Hillman Energy Center and any successor or other owner of the Project shall provide and maintain a company employee or employees as a point of contact for the Town (“Hillman Energy Center Representative(s)”). The Hillman Energy Center Representative(s) shall be knowledgeable of the Project and be in a position of authority to assist the Town with construction, operation, emergency and decommissioning questions.
- 18. The Hillman Energy Center Representative(s) shall provide access to the Project to Tewksbury officials for annual emergency response training and shall coordinate participation by Hillman Energy Center representatives in such emergency response training at a mutually acceptable time.
- 19. Emergency notification systems used for safety and/or fire monitoring shall provide for immediate notification to the Tewksbury Fire Department in addition to any offsite third-party monitoring company or agent (*UL Listed Central Station for Fire Alarm Monitoring*). Hillman Energy Center shall also be required, in the event of an emergency on the site, to have an official representative be present onsite not later than two hours after notification by the Fire Chief or his designee.
- 20. Hillman Energy Center shall have a licensed environmental services company on contract to remove and properly dispose of affected runoff water within the stormwater management system.
- 21. All batteries or battery systems used on the property shall be tested and certified by Underwriters Laboratories with a UL 9540 and 9540A certificate as safe. Further, Hillman Energy Center shall provide to the Town prior to installation a full 9540A any publicly available test report for each type of battery device located on the property.
- 22. A snow storage and snow removal plan shall be provided to the Town for approval, which plan shall address how Hillman Energy Center proposes to ensure snow is cleared from the property to prevent snow from unreasonably limiting or restricting access by emergency personnel to any battery pack or energy system on the property.
- 23. Hillman Energy Center shall decommission and remove the Project following the end of all use and/or operations of the Project, at Hillman Energy Center’s sole cost and expense, in

accordance with the decommissioning plan as provided by Hillman Energy Center to the Town and in accord with all Applicable Laws and Good Industry Practice in place during time of decommissioning.

24. This Agreement shall be binding upon Hillman Energy Center and Tewksbury and each of Hillman Energy Center's successors and permitted assigns and inure to the benefit of and be enforceable by Hillman Energy Center, Tewksbury and each of Hillman Energy Center's successors and permitted assigns, as the case may be.
25. The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Tewksbury to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Tewksbury or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Laws.