

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
MARSHALL STREET SOLAR, LLC,)	
J. MICHAEL NORTON, TRUSTEE OF)	
GREEN VIEW REALTY COLLATERAL)	
TRUST, and GREEN VIEW)	
REALTY LLC)	
)	RTN 2-0000060
REDEVELOPMENT OF 0 MARSHALL STREET)	
HOLLISTON, MASSACHUSETTS)	
)	
)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the “OAG”) on behalf of the Commonwealth of Massachusetts (the “Commonwealth”), Marshall Street Solar, LLC (“MSS”), the lessee, J. Michael Norton, Trustee of Green View Realty Collateral Trust (“GVRCT”), and operator Green View Realty LLC (GVR together with GVRCT are collectively referred to as the “Owners”). Collectively, the OAG, MSS, GVRCT, and GVR are referred to as the “Parties.”

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E (“G.L. c. 21E”), and the OAG’s Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 (“Brownfields Covenant Regulations”), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the “MCP”). This Agreement relates to the remediation and redevelopment of a parcel of property located southwest of the intersection of Marshall and Prentice Streets in Holliston, Massachusetts, identified by Town of Holliston Tax Map 007 as Lot 0003-0019.2 at 0 Marshall Street, Holliston, Massachusetts, as vested in GVRCT pursuant to certain deeds recorded with Middlesex County (Southern District) Registry of Deeds (the “Property”) at which, pursuant to its leasehold interest, MSS intends to construct, own, and operate a solar photovoltaic distributed energy generation facility that will be approximately 4.99 megawatts alternating current and will include 4 megawatts of battery storage (the “Project”).

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Holliston, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, § 3A(j)(3), addresses potential claims by the Commonwealth against MSS, GVRCT, and GVR and is predicated upon their compliance with the terms and conditions

of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, response action costs, or property damage pursuant to G.L. c. 21E, §§ 4 and 5 or for property damage claims under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that MSS, GVRCT, and GVR's ability to complete the Project may be contingent upon independent approval processes of other departments, agencies, and instrumentalities of the federal, state, and local governments. All of such approvals have been obtained except for a building permit from the Town of Holliston. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed Project for such approval processes. MSS, GVRCT, and GVR's failure to secure independent governmental approvals for the proposed remediation shall not excuse it from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E, and in the public interest and has entered into this Agreement as part of an effort to commit the re-use of the Property to clean energy and revitalize an area of Holliston, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, § 3A(j)(3).

B. MSS is a limited liability company organized under the laws of Delaware and registered to do business in the Commonwealth of Massachusetts.

C. GVRCT is a Massachusetts trust established under declaration of trust, dated March 13, 2014, and recorded with the Middlesex County Registry of Deeds, Book 63565, Page 571.

D. GVR is a limited liability corporation established in Massachusetts on January 1, 2003 with its current principal place of business located at 165 Main Street, Unit 206-A, Medway, MA 02053-1584.

III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, § 3A(j)(3) and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement that are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under such regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E and/or the MCP, shall have the meaning assigned to them under G.L. c. 21E and/or

the MCP. Terms used in this Agreement that are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Property is an approximately 52-acre parcel of vacant land in Holliston, Massachusetts of which 30% has been altered by gravel mining and 25% has been used for waste disposal. It has been owned by GVRCT since 2014 and is located southwest of the intersection of Marshall and Prentice Streets in Holliston, Massachusetts. The Property is known locally as the “Bird Property” as it was formerly owned by Charles and Ruth Bird (but does not include their former residence at 708 Prentice Street). From 1967 until 1983 Charles Bird disposed of solid and hazardous materials at the Site, including chlorinated volatile organic compounds (“CVOC”), lead, and polycyclic aromatic hydrocarbons (“PAH”). Soil and overburden and bedrock aquifers have been impacted as a result of the disposal. Due to these disposal practices at the Site it is contaminated with Oil and/or Hazardous Material. Currently, there are no structures, utilities, or buildings on the Property. GVRCT obtained title to the Property pursuant to two deeds recorded at the Middlesex County (Southern District) Registry of Deeds on May 2, 2014 at, respectively, Book 63565, Page 574 and Book 63565, Page 580. A full description of the Property is attached as Exhibit A and incorporated into this Agreement.

D. The Massachusetts Department of Environmental Protection (“MassDEP”) assigned RTN 2-0000060 to certain Releases and/or Threats of Release of Oil and/or Hazardous Materials at or from the Property around 1988. The Releases and/or Threats of Release of Oil and/or Hazardous Materials, as those terms are defined at 310 CMR 40.0006, that have been assigned RTN 2-0000060 constitute the “Covered Releases” for the purposes of this Agreement. The areas where Oil and Hazardous Material have come to be located as a result of the Covered Releases constitutes the “Site,” as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the “property addressed” by this Agreement as the term “property addressed” is used in 940 CMR 23.08(1) in the Brownfields Covenant Regulations. A May 2, 2005 Phase II Environmental Site Assessment divided the Site into eight Areas of Concern (“AOC”): AOC-1 is a pond area in the northeast portion of the Property, which is a likely source of historical CVOC disposal. AOC-2 is the loop access road area in the west-southwest of the elevated central portion of the Property, where tires and other solid waste were removed by MassDEP and the U.S. Environmental Protection Agency. AOC-3 and AOC-7 contain both prior solid and/or hazardous materials dumping areas, which are located in AOC-1. AOC-4 and AOC-5 contain demolition debris dumping and filled gravel pit areas, which are located in the wetland on the western edge of the Property. AOC-6 is an access road area, where some solid waste was previously deposited. AOC-8 is an area where metal fuel tanks were previously dumped and are presumed to have been removed. Investigations at the Site documented impacts to overburden and bedrock aquifers and surface water in a man-made pond on the eastern side of the Site, with an apparent non-specific source in the vicinity of the pond and extending west into Cedar Swamp and Zone II Wellhead Protection Area on the east side of Marshall Street. Residential wells along Prentice and Marshall street have been impacted by the contamination. The Town extended water lines to the area in 1990. Most private wells in this area are abandoned, except for the well at 30 Marshall Street which previously had a water treatment system and is still in use for drinking water purposes. An Agreement to extend Town water to 30 Marshall Street was recently reached with the homeowner and is anticipated for completion in Spring 2021. Impacts to this well are below drinking water Maximum

Contaminant Levels. The Site is more fully described on Exhibit B, including the remedial actions already conducted thereon, which is attached and incorporated into this Agreement.

IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions that follow.

A. REPRESENTATIONS AND COMMITMENTS BY APPLICANTS

1. MSS represents that:

- a. it is an Eligible Person;
- b. it is not now nor has it ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E;
- c. its involvement with the Site has been limited to:
 - i. negotiating a lease of a portion of the Property with an option to purchase;
 - ii. communicating with the Commonwealth and local authorities with respect to the Project and obtaining various permits and approvals for the Project at the Property; and
 - iii. conducting assessment actions at the Site, as described in Exhibit C.
- d. none of its activities has caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
- e. it is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state, or local law or regulation.

2. MSS agrees to the following terms and conditions:

- a. MSS shall construct, own, and operate a solar photovoltaic distributed energy generation facility that will be approximately 4.99 megawatts alternating current and will include 4 megawatts of battery storage pursuant to a design site plan which is attached as Exhibit D and incorporated into this Agreement.
- b. MSS shall achieve and maintain, or arrange for the achievement and maintenance, of a Permanent Solution for the Covered Releases at the Site, in accordance

with G. L. c. 21E and the MCP, provided, however, if MSS can demonstrate that it cannot achieve a Permanent Solution within the deadlines prescribed at 310 CMR 40.0560 for the Site, pursuant to G. L. c. 21E and the MCP, MSS shall achieve and maintain, or arrange for the achievement and maintenance, of a Temporary Solution or Remedy Operation Status in accordance with G.L. c. 21E and the MCP. If MSS achieves a Temporary Solution or Remedy Operation Status and for so long as the Temporary Solution or Remedy Operation Status remains the remediation status, MSS shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.0893 and 40.1050.

c. MSS shall cooperate fully with MassDEP and OAG with respect to the Covered Releases and the Site, including, without limitation:

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;

iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;

iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of MSS;

v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and

vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, the MCP, and any MassDEP approvals, including any such approvals issued pursuant to 310 CMR 40.0560(4)(b).

d. MSS shall ensure that the Property is operated consistently with any Activity and Use Limitation (“AUL”) recorded with respect thereto.

e. MSS shall provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees and sub-licensees of MSS’s interests in

the Property who shall receive the rights and obligations of such Agreement pursuant to Section IV.B.3.

3. GVRCT and GVR each represent that they:

a. are the current Owner and/or Operator of the Property, and as such, may be liable pursuant to G.L. c. 21E, § 5;

b. did not cause or contribute to the Covered Releases and did not own or operate the Site at the time of the release of Oil and/or Hazardous Materials with respect to the Covered Releases;

c. submitted to the OAG an Eligible Person Certification and are Eligible Persons;

d. are not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation with respect to Covered Matters; and

e. have resolved all outstanding costs owed to the Commonwealth in a Second Amended and Restated Settlement Agreement dated April 19, 2021.

4. GVRCT and GVR each agree to the following terms and conditions:

a. Each of GVRCT and GVR shall achieve and maintain, or arrange for the achievement and maintenance, of a Permanent Solution for the Covered Releases at the Site in accordance with G. L. c. 21E and the MCP, provided, however, if GVRCT and GVR can demonstrate that it cannot achieve a Permanent Solution within the deadlines prescribed at 310 CMR 40.0560 for the Site, pursuant to G. L. c. 21E and the MCP, GVRCT and GVR shall achieve and maintain, or arrange for the achievement and maintenance, of a Temporary Solution or Remedy Operation Status in accordance with G.L. c. 21E and the MCP. If GVRCT and GVR achieve a Temporary Solution or Remedy Operation Status and for so long as the Temporary Solution or Remedy Operation Status remains the remediation status, GVRCT and GVR shall continue to comply with all requirements of G.L. c. 21E and the MCP, including the achievement of a Permanent Solution as and when it becomes feasible pursuant to the G.L. c. 21E and the MCP, including, without limitation, 310 CMR 40.0893 and 40.1050.

b. GVRCT and GVR shall each cooperate fully with MassDEP and OAG with respect to the Covered Releases and the Site, including, without limitation:

i. providing prompt and reasonable access to the Property to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;

- ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;
 - iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;
 - iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Material, such as by fencing or otherwise preventing access to the Site if appropriate and/or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP, or a Licensed Site Professional acting on behalf of MSS, GVRCT, and GVR;
 - v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and
 - vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, the MCP, and any MassDEP approvals, including any such approvals issued pursuant to 310 CMR 40.0560(4)(b).
- c. GVRCT and GVR shall each ensure that the Property is operated consistently with any AUL recorded with respect thereto.
- d. GVRCT and GVR shall each provide a copy of this Agreement to any successors and assigns as well as to any lessees, sub-lessees, licensees and sub-licensees of MSS's interests in the Property.

B. COVENANTS NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to MSS

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by MSS set forth in Section IV, Paragraph A of this Agreement, and subject to MSS's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 6, the Commonwealth covenants not to sue MSS, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief or for property damage under the common law, relating to the Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status filed or to be filed with respect to the Covered Releases meet the Standard of Care and MSS complies with MassDEP approvals, if such approvals are required, pursuant to 310 CMR 40.0560(4)(b), in effect when the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status was submitted to MassDEP. This Agreement shall not affect any liability established by contract.

2. Covenant as to GVRCT and GVR

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by GVRCT and GVR set forth in Section IV, Paragraph A of this Agreement, and subject to GVRCT and GVR's compliance with the terms and conditions of this Agreement, the Second Amended and Restated Settlement Agreement, and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 6, the Commonwealth covenants not to sue GVRCT and GVR, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, natural resource damages, or injunctive relief or for property damage under the common law, relating to the Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status filed or to be filed with respect to the Covered Releases meet the Standard of Care and MSS complies with MassDEP approvals, if such approvals are required, pursuant to 310 CMR 40.0560(4)(b), in effect when the Permanent Solution Statement or, if applicable, Temporary Solution Statement was submitted to MassDEP. This Agreement shall not affect any liability established by contract. Notwithstanding the foregoing, the covenant as to GVRCT and GVR shall not become effective until such time as GVRCT and GVR pay the full amount due and owing to the Commonwealth under the Second Amended and Restated Settlement Agreement between the Commonwealth and GVR, GVR Trust, C&R Realty Trust, and R&C Realty Trust.

3. Subsequent Owners and/or Operators

The Commonwealth also covenants not to sue Eligible Persons who first began ownership or operation of the Property subsequent to the effective date of this Agreement ("Subsequent Owners and/or Operators") pursuant to G.L. c. 21E for Response Action costs, contribution, property damage, natural resource damages, injunctive relief, or for property damage under the common law relating to the Covered Releases. The liability relief available to Subsequent Owners and/or Operators shall be subject to (a) the same terms and conditions as those that apply to MSS, GVRCT, and GVR and (b) the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

4. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to MSS, GVRCT and GVR or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, § 5C are in effect. Protections in this Agreement for claims for natural resource damages shall not be affected if the statutory protections available under G.L. c. 21E, § 5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 6.

5. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

a. any new Release of Oil and/or Hazardous Material at or from the Property that occurs after the date of execution of this Agreement;

b. any Release of Oil and/or Hazardous Material that MSS, GVRCT, or GVR causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect MSS, GVRCT, and GVR's liability protection under this Agreement;

c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when a Permanent Solution Statement or Temporary Solution Statement is submitted to MassDEP that would have been discovered if an assessment of the releases covered by or addressed in the Permanent Solution Statement or Temporary Solution Statement had been performed consistent with the Standard of Care in effect when such Statement was or will be submitted;

d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act by MSS, GVRCT, and GVR or a Subsequent Owner and/or Operator during MSS, GVRCT, and GVR's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, such reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect MSS, GVRCT, and GVR's liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described as one of the Covered Releases; and

f. any claims (i) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that first begins to occur after the execution of this Agreement, (ii) for exacerbation of injury to, destruction of, or loss of natural resources occurring after the execution of this Agreement, where original injury, destruction or loss of natural resources was due to a Release of Oil and/or Hazardous Material occurring either before or after the execution of this Agreement, (iii) for the costs of any natural resource damage assessment relating to conditions first caused or exacerbated after the execution of this Agreement, and (iv) for damages for injury to, destruction of, or loss of natural resources due to a Release of Oil and/or Hazardous Material that is not a Covered Release. If, however, injury to, destruction of, or loss of natural resources, or the exacerbation of such conditions, is caused by a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator, and shall not affect MSS's, GVRCT's, or GVR's liability protection.

6. Termination for Cause

a. If the OAG or MassDEP determines that any of MSS, GVRCT, or GVR submitted materially false or misleading information as part of its Application to Enter into

a Brownfields Covenant Not to Sue Agreement, including GVRCT, and GVR's Certification that each is an Eligible Person, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraphs 6 b., c., and d. below. A materially false or misleading statement made by MSS shall not affect the liability protection provided to GVRCT, and GVR, and a materially false or misleading statement made by GVRCT, and GVR shall not affect the liability protection provided to MSS. A statement made by MSS, GVRCT, and GVR regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this Subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that MSS has violated the terms and conditions of this Agreement, including but not limited to failing to complete the Project, failing to achieve a Permanent Solution, or if applicable, a Temporary Solution or Remedy Operation Status failing to cooperate in the maintenance of a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site in accordance with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site, the OAG may terminate the liability protection offered by this Agreement as to MSS, GVRCT, and/or GVR in accordance with Subparagraph 6.d., below. In the event the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i through Section IV.A.2.c.vi of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect MSS's liability protection.

c. In the event that the OAG or MassDEP determines that GVRCT or GVR have violated the terms and conditions of this Agreement, including but not limited to failing to complete the Project, failing to achieve a Permanent Solution, or if applicable, a Temporary Solution or Remedy Operation Status, failing to cooperate in the maintenance of a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site in accordance with G.L. c. 21E and the MCP, or failing to cooperate in arranging a timely response to a Notice of Audit Finding or any other notice requiring additional work to achieve and/or maintain a Permanent Solution, Temporary Solution, or Remedy Operation Status at the Site, the OAG may terminate the liability protection offered by this Agreement as to MSS, GVRCT, and/or GVR in accordance with Subparagraph 6.d., below. In the event the liability protection is terminated solely because of a violation by a Subsequent Owner and/or Operator of one or more of the conditions set forth in Section IV.A.2.c.i through Section IV.A.2.c.vi of this Agreement, such termination shall affect the liability protection applicable only to the Subsequent Owner and/or Operator and shall not affect MSS's liability protection.

d. Before terminating the liability relief provided by this Agreement, the OAG will provide MSS, GVRCT, GVR, or a Subsequent Owner and/or Operator with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time to MSS, GVRCT, GVR, or a Subsequent Owner and/or Operator to cure an ongoing violation in

lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

e. Termination of liability relief pursuant to this section shall not affect any defense that MSS, GVRCT, GVR, or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY MSS, GVRCT, GVR AND ANY
SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, MSS, GVRCT, and GVR covenant not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site, the Property, or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution, or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any of the Covered Releases;

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of response actions at the Site and/or the Property;

d. any claims or causes of action for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Covered Releases; or

e. any claims for costs, attorneys fees, other fees, or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by MSS, GVRCT, and GVR's covenants in this Paragraph C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Paragraph C, such claims and/or causes of action shall have no effect on the rights, benefits, and protections secured under this Agreement for any other entity, including MSS, GVRCT, or GVR.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Covered Releases, so long as the Response Actions upon which the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status relies meets the Standard of Care in effect when it was submitted to MassDEP, MSS, GVRCT, and GVR and any Subsequent Owner or Operator are entitled to the protection that G.L. c. 21E, § 3A(j)(3), provides from claims for contribution, cost recovery, or equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage claims under common law or G.L. c. 21E, § 5, based solely on the status of MSS, GVRCT, and GVR and/or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however, that MSS, GVRCT, and GVR have satisfied the notification provisions of G.L. c. 21E, § 3A(j)(3), and 940 CMR 23.04(2).

E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.
2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.
3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.
4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
5. The terms of this Agreement shall be effective as of the date it is executed by the OAG, excepting as to protections from claims for natural resource damages which shall be effective as of the date executed by the Secretary of Energy and Environmental Affairs.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

MAURA HEALEY
ATTORNEY GENERAL

By: **Betsy Harper** Digitally signed by Betsy
Harper
Date: 2021.05.19
15:01:59 -04'00'
Nancy E. Harper
Assistant Attorney General
Chief, Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: 5/19/21

Marshall Street Solar, LLC

By: _____
Name: _____
Title: _____
Date: _____

J. Michael Norton, Trustee of Green View Realty Collateral Trust

By: _____
Date: _____

Green View Realty LLC.

By: _____
Name: _____
Title: _____
Date: _____

IT IS SO AGREED:

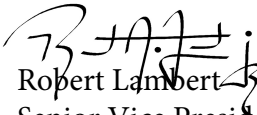
OFFICE OF THE ATTORNEY GENERAL

MAURA HEALEY
ATTORNEY GENERAL

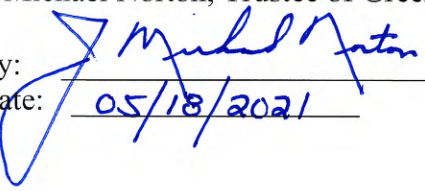
By: _____
Nancy E. Harper
Assistant Attorney General
Chief, Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Date: _____

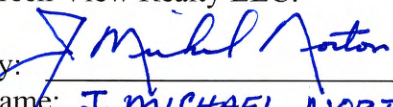
Marshall Street Solar, LLC

By:  _____
Name: Robert Lambert
Title: Senior Vice President
Date: May 19, 2021

J. Michael Norton, Trustee of Green View Realty Collateral Trust

By:  _____
Date: 05/18/2021

Green View Realty LLC.

By:  _____
Name: J. MICHAEL NORTON
Title: managing member
Date: 05/18/2021

In the matter of Marshall Street Solar, LLC, J. Michael Norton, Trustee of Green View Realty Collateral Trust, and Green View Realty LLC - Brownfields Covenant Not To Sue Agreement

As to protections for Marshall Street Solar, LLC, J. Michael Norton, Trustee of Green View Realty Collateral Trust, and Green View Realty LLC from claims for natural resource damages:

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

By: _____

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

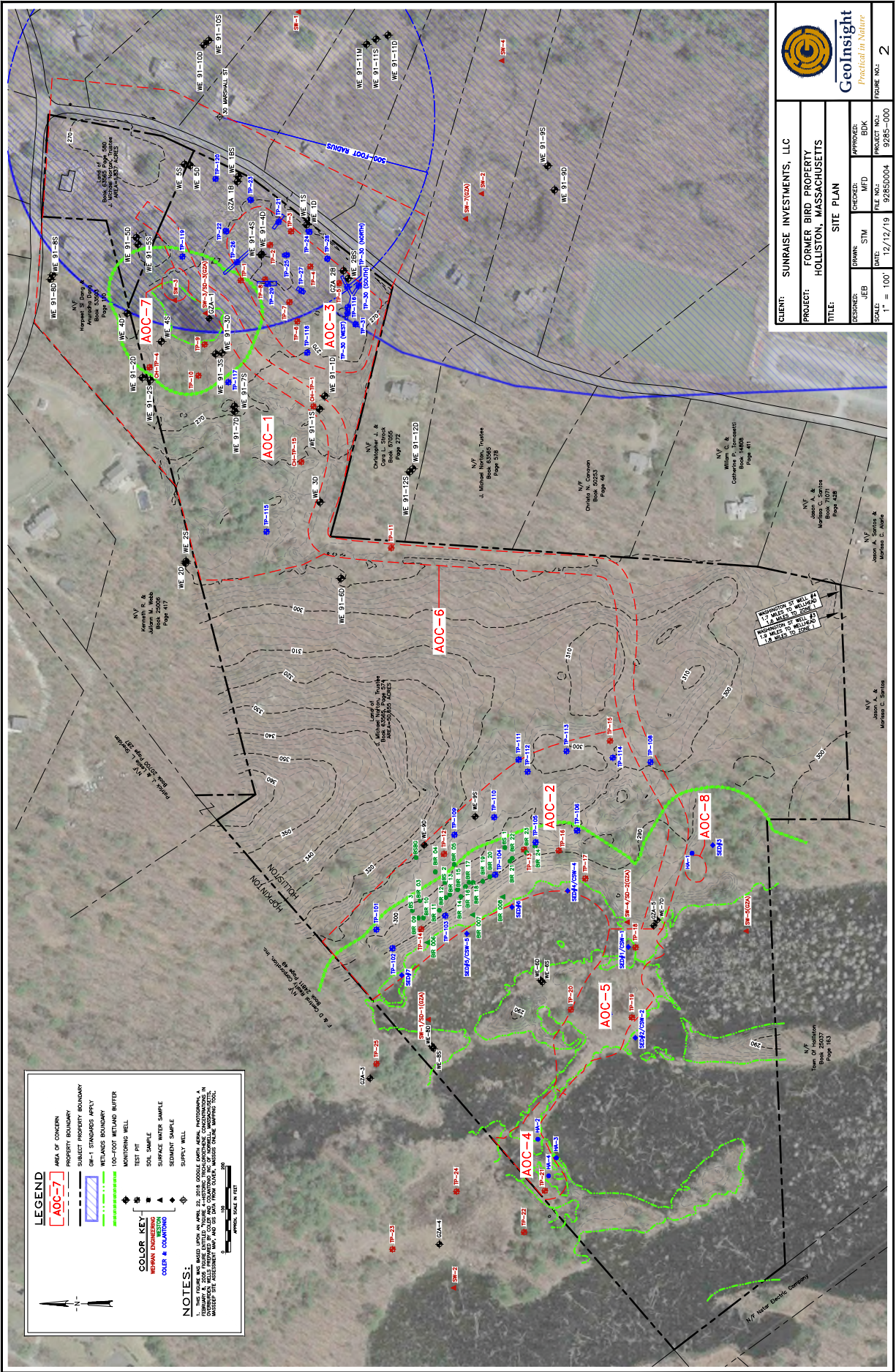
Date: _____

EXHIBIT A

The Property is identified as 0 Marshall Street, Town of Holliston Tax Map 007, Lot 0003-0019.2, and by deed recorded with the Middlesex County Registry of Deeds, owned by J. Michael Norton, Trustee of Green View Realty Collateral Trust, u/d/t dated March 13, 2014, recorded with Middlesex County (Southern District) Registry of Deeds, Book 63565, Page 571, by virtue of Deeds from Christa N. Canavan and Robert H. Norton, Trustees of R & C Realty Trust, dated March 17, 2014, recorded with said Deeds, Book 63565, Page 574, and dated March 17, 2014, recorded with said Deeds, Book 63565, Page 580.

EXHIBIT B

The Site, known as the former Bird property, is the location of the historic disposal of solid and hazardous waste, primarily construction debris and used tires. Based upon environmental investigations completed since 1984, a release of CVOCs (primarily TCE) in connection with landfilling operations occurred at the Property. Landfill operations, including sand and gravel mining and subsequent filling of gravel burrows with bulk wastes (mostly asphalt shingles, tarpaper, empty metal drums, and drums containing roofing tar) likely occurred from circa 1967 until 1983 on the Property. Removal actions by MassDEP, USEPA, and the Town included removal of over 200,000 tires, drums of roofing tar, and miscellaneous construction debris and crushed metal drums. Construction debris remains buried in certain locations, and as surface mounds in others. The debris identified on the Property has resulted in elevated PAHs (likely the result of debris burning) and lead (likely the result of metal debris, and possibly debris burning) in soils. Scattered, small piles of debris have not contributed to soil or groundwater impacts. The TCE release occurred primarily in the vicinity of a pond in the eastern portion of the Property. CVOC impacts extend in groundwater from the Property to the east, in the direction of groundwater flow. These impacts diminish downgradient but were historically detected in up to nine residential water supply wells. Water lines were extended to the area by the Town in 1990. Eight of the nine impacted properties were connected to public water service and most private wells in this area were abandoned. The Site is shown in Figures 2, 3, and 4 attached.



LEGEND

AREA OF CONCERN

AOC-7

PROPERTY BOUNDARY

SUBJECT PROPERTY BOUNDARY

GR-1 STANDARDS APPLY

WETLANDS BOUNDARY

100-FOOT WETLAND BUFFER

MONITORING WELL

TEST PIT

SOIL SAMPLE

SURFACE WATER SAMPLE

SEDIMENT SAMPLE

SUPPLY WELL


COLOR KEY

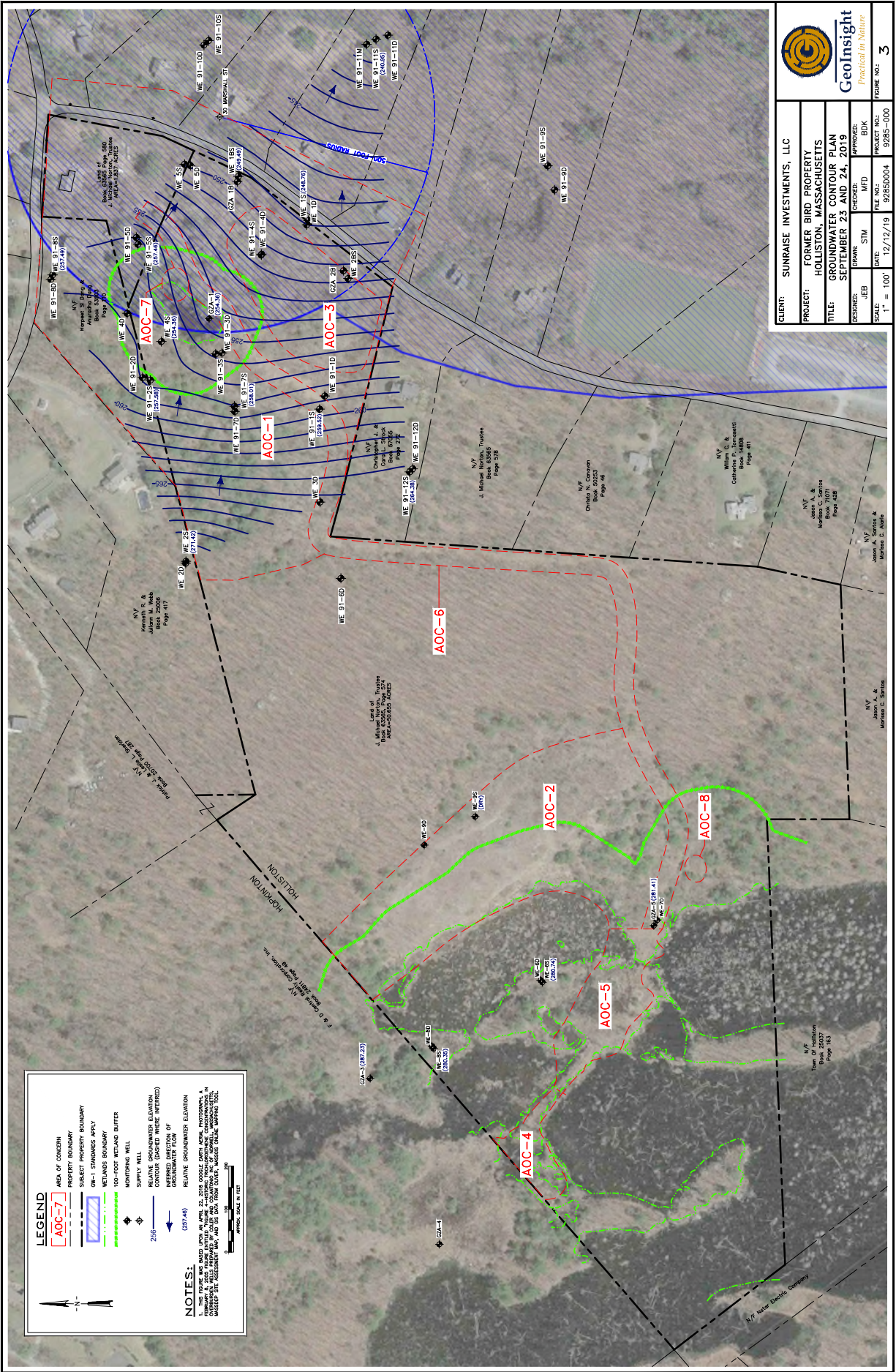
BROWN ENGINEERING

COLOR & CONTENT

NOTES:

1. THIS FIGURE WAS BASED UPON AN APRIL 22, 2018 GOOGLE EARTH IMAGE. PHOTOGRAPHY, AERIAL PHOTOGRAPHY, AND OTHER DATA SOURCES WERE USED TO IDENTIFY AND LOCATE MONITORING WELLS, TEST PITS, AND OTHER FEATURES. THE LOCATION OF MONITORING WELLS, TEST PITS, AND OTHER FEATURES IS BASED ON THE DATA PROVIDED BY THE CLIENT AND IS NOT A GUARANTEE OF ACCURACY.

 Geolnsight Practical in Nature	
CLIENT: SUNRAISE INVESTMENTS, LLC	
PROJECT: FORMER BIRD PROPERTY HOLLISTON, MASSACHUSETTS	
TITLE: SITE PLAN	
DESIGNED: JEB	CHECKED: STM
DATE: 12/12/19	APPROVED: BDK
SCALE: 1" = 100'	PROJECT NO.: 92850004
FIGURE NO.: 2	



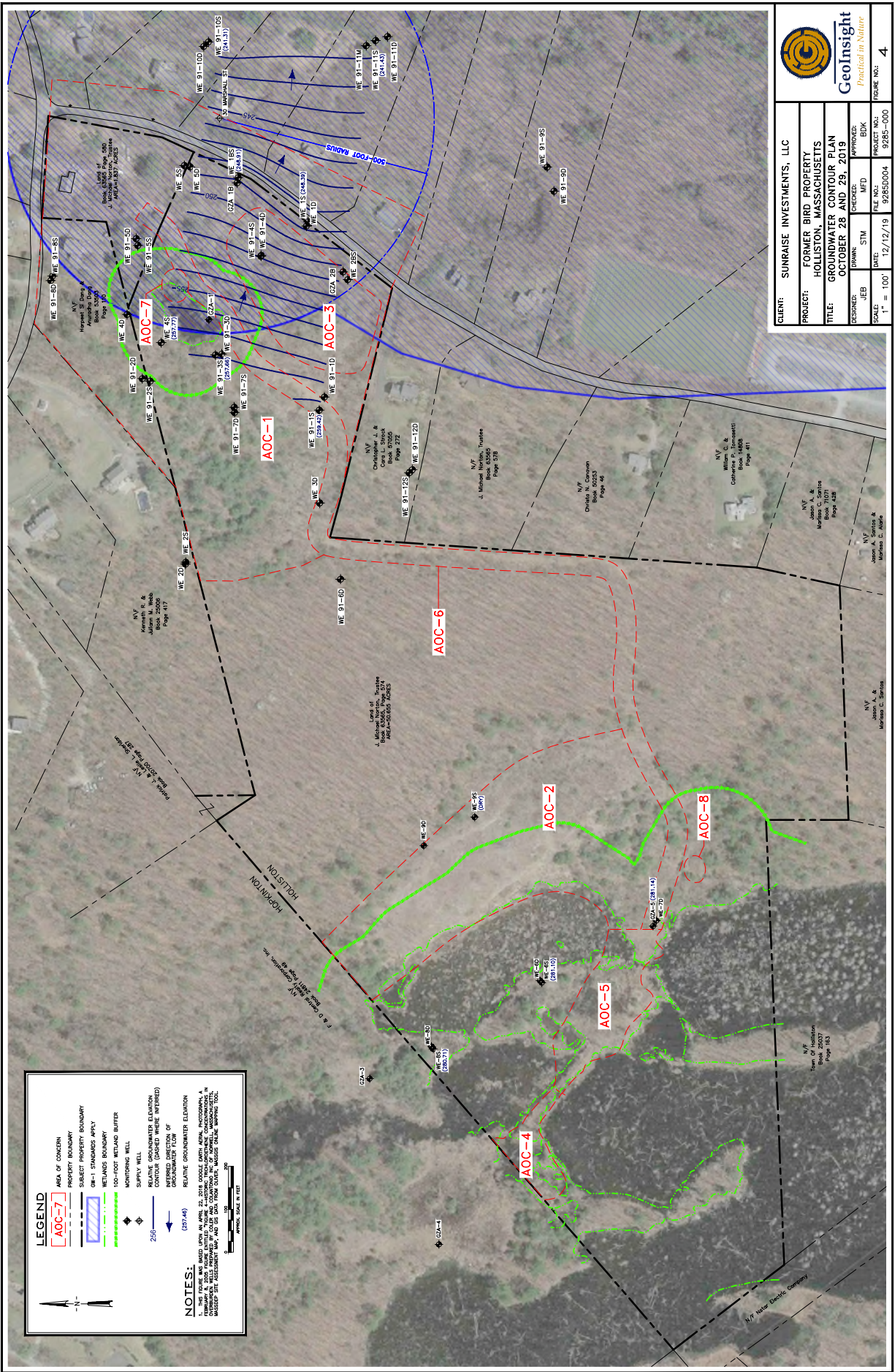


EXHIBIT C

A Phase II Comprehensive Site Assessment Addendum (CSA Addendum) report, dated November 20, 2020, was completed for the Site under Release Tracking Number (RTN) 2-0000060. The CSA Addendum notes the following. The Site includes the 0 Marshall Street property and portions of properties located 30, 46, and 64 Marshall Street, and 0 South Mill Street. 708 Prentice Street (the former Bird house) is not within the Site boundaries as evidence of past landfilling operations were not identified on that property nor were any Site associated soil or groundwater impacts. The properties located at 14 Marshall Street and 719, 724, and 735 Prentice Street had water supply wells with historical impacts, but were subsequently connected to public water and current groundwater analytical data indicates that significant groundwater impacts do not extend to these properties; they are, therefore, not included within the Site boundaries. Groundwater quality data from overburden monitoring wells located closest to abutting properties indicate that vapor intrusion into nearby residences is unlikely.

Based upon a Method 3 Human Health and Public Welfare Risk Characterization (HHRC), a condition of No Significant Risk is not achieved at this time for the Site based upon groundwater impacts to a residential supply well (30 Marshall Street) and to a Zone II Wellhead Protection Area at concentrations above a Method 1 GW-1 Standard and an MCL. Based upon the conclusions of the Stage I/II Environmental Risk Characterization, a condition of no significant risk to the environment is not achieved at this time because Site soils do not meet the criteria under the MCP and additional evaluation is required.

Proposed development of the Property to generate solar energy is compatible with the conclusions of the Risk Characterization (RC) based upon the following.

- 1. Property development does not exacerbate or otherwise negatively impact groundwater quality in the 30 Marshall Street property supply well or the Zone II.**
- 2. Natural attenuation processes will continue to decrease TCE concentrations in Site overburden and bedrock aquifers.**
- 3. A soil management plan will be implemented to ensure the conditions assumed in the RC for future property use are maintained during construction and post construction activities.**
- 4. Soils in areas outside the proposed fence and outside of the proposed solar array footprint will be further evaluated for environmental risks to foraging songbirds and foraging mammals.**

Further MCP response actions to be conducted at the Site will include:

- 1. Additional environmental assessment to further evaluate environmental risks from Site soils to foraging songbirds and foraging animals;**

- 2. Efforts to connect the 30 Marshall Street property to public water;**
 - 3. A Phase III RAP;**
 - 4. A Partial Permanent Solution with Conditions for the Site outside of GW-1 areas;**
- and**
- 5. A Temporary Solution for groundwater within GW-1 areas.**

In addition to the above tests, the following diligence activities were or will be conducted for the solar photovoltaic array:

- Wetland delineation;**
- Geotechnical testing;**
- Surveying and field inspection; and**
- Any other standard testing normally pursued in the solar industry.**

EXHIBIT D

The Project is a solar photovoltaic distributed energy generation facility that will be approximately 4.99 MW (AC) and will include 4 MW of battery storage. The system will be composed of approximately 19,960 panels mounted atop a pile driven/ballasted racking system. The energy storage system has an approximate size of sixteen (16) 250 KW DC batteries with a total rating of 4 MW and 8.9 MWH. The PV system will occupy approximately 21.50 acres within an enclosed 8-foot-tall security fence. Approximately 30 acres of uplands will be cleared within the Property to eliminate shading of the solar array. A Site Plan, showing the proposed solar array, is attached.

