

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
NEW BEDFORD FOSS MARINE)	
TERMINAL, LLC)	
)	RTN 4-0029016
REDEVELOPMENT OF 13 PINE STREET)	
AND 180 MACARTHUR DRIVE)	
)	
NEW BEDFORD, 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”) and New Bedford Foss Marine Terminal, LLC (“NBFMT”). Collectively, the OAG, and NBFMT 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 numerous parcels of property, formerly owned by Sprague Massachusetts Properties, Inc. (“Sprague”) and NSTAR Electric Company and NSTAR Gas Company, both d/b/a Eversource Energy (“Eversource”), at 1-3 Pine Street and 180 MacArthur Drive in New Bedford, Massachusetts (the “Property”) at which NBFMT intends to repurpose the Property into a staging area and shore base to support offshore wind construction activities at various offshore lease blocks on the US East Coast (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 New Bedford, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, § 3A(j)(3), addresses potential claims by the Commonwealth against NBFMT and is predicated upon its 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 NBFMT'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. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed Project for such approval processes. NBFMT'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 support marine related renewable energy projects in an area of New Bedford, 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. NBFMT is a limited liability company organized under the laws of Delaware and registered to do business in the Commonwealth of Massachusetts.

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 29-acre parcel of land in New Bedford, Massachusetts. NBFMT obtained title to the Property by way of two deeds recorded in the Bristol County (S.D.) Registry of Deeds on March 23, 2022, at, respectively, Book 14272, Page 235 (the "Sprague Deed") and Book 14272, Page 251 (the "Eversource Deed"). The Property which is the subject of this Agreement includes all real property conveyed via the Sprague Deed and the Eversource Deed with the exception of a certain parcel of land located on the northerly side of MacArthur Drive and the easterly side of Water Street Extension identified in the Eversource Deed as parcel Fifth and containing 18,010 square feet or 0.413 acres more or less, and being further shown on a plan of land entitled "Plan of Land in New Bedford, Massachusetts owned by Waterfront Hospitality, LLC" and recorded in Plan Book 163, Page 97. Additionally, for the avoidance of doubt, the parties agree that certain land still retained by Eversource (the

“Excluded Parcels”) is not included within this Agreement and is described as the land delineated as “Lot 1” and “Lot 2” on plan of land entitled “PLAN OF LAND, NSTAR GAS COMPANY D/B/A EVERSOURCE ENERGY & NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, ASSESSOR’S PARCEL: 47-181, 42-287, & 42-84, MACARTHUR DRIVE & PINE STREET, NEW BEDFORD, MASSACHUSETTS”, said plan dated July 27, 2021 and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 183, Page 79 (the “Plan”).

D. At various points in the ownership by Sprague and Eversource, the Property has been used as a petroleum storage facility, and electrical generation facility using both petroleum and coal as the energy source, as a laydown facility for electrical transformers and other electrical infrastructure equipment, and as a coal gasification complex. As a result of the former uses of the Property, there have been releases of petroleum products, heavy metals, coal tar, and other related Oil and Hazardous Materials. Due to these disposal practices at the Property, it is contaminated with Oil and/or Hazardous Material. Up until September 2022, there were four above-ground storage tanks and there remains a power plant. NBFMT has, since acquiring title, demolished the four above-ground storage tanks and is presently in the process of demolishing the power plant in the fall/winter of 2022. A full description of the Sprague Deed and the Eversource Deed is attached as Exhibit A and incorporated into this Agreement.

E. As a result of the former uses of the Property, the Massachusetts Department of Environmental Protection (“MassDEP”) assigned fifteen (15) Release Tracking Numbers (“RTNs”) for certain Releases and/or Threats of Releases of Oil and/or Hazardous Materials at or from the Property, including the following:

1. RTN 4-000117, Pine Street Off MacArthur Drive, Licensed Site Professional No Further Action (“LSPNFA”): MassDEP was notified of this release in 1987. In July, 1995, the status was changed indicating that the Licensed Site Professional filed a LSPNFA. Additional information regarding this release was not identified. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/portal#!/search/wastesite/results?RTN=4-0000117>

2. RTN 4-11345, 180 MacArthur Drive, Commonwealth Electric Company, Class A-1 Response Action Outcome (“RAO”): An unknown amount of transformer oil was released to soil in a transformer storage area. Approximately 80 cubic yards of soil was removed and sampled soil. As a result, background conditions were achieved for soil and groundwater. A Permanent Solution was achieved and a Class A-1 RAO was submitted to MassDEP in September 1995. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/portal#!/search/wastesite/results?RTN=4-0011345>

3. RTN 4-12592, 180 MacArthur Drive, Commonwealth Electric Company, Class A-3 Response Action Outcome (RAO with an Activity and Use Limitation (“AUL”): Contaminants of concern (COCs) were associated with past use of the Site as a Manufactured Gas Plant (MPG). A coal tar-related sheen was observed in New Bedford Harbor in the Inner Slip Area. The Inner Slip was permanently closed off with a steel sheet pile wall (bulkhead), creating

a confined disposal facility. Coal tar-impacted sediments were dredged from the Outer Slip Area and placed in the confined disposal facility. The transferred dredge spoils and the underlying sediment were treated in-situ and solidified. An aquatic cap and armoring system was placed in the western portion of the Outer Slip, and the Inner Slip was backfilled over the stabilized material. An AUL was placed on the Inner Slip and the western portion of the Outer Slip to maintain a condition of No Significant Risk (“NSR”). PCB-containing sediment in the area of residual coal tar contamination will remain in place with exposures controlled through fishing and shell fishing restrictions. A Class A-3 RAO was submitted to MassDEP in June, 2012. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0012592>

4. RTN 4-13002, 200 Rear Herman Melville Boulevard (Atlantic Coast Fisheries Corp), Class A-2 RAO: Approximately 20 gallons of diesel fuel were released from a truck onto pavement and adjacent soil. Soil was excavated and conditions at the site were determined to be approaching background. A Class A-2 RAO was submitted to MassDEP in August 1997. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0013002>

5. RTN 4-13434, 30 Pine Street - Global Petroleum Corporation, Class A-1 RAO

This was a release of 100-200 gallons of No. 6 fuel oil from Tank #2 to the floor of the secondary containment area. The release did not impact surface water, storm drains, catch basins, groundwater, or soil. Approximately 9 cubic yards of oily debris, and approximately 50 cubic yards of soil from within containment area. A permanent solution was achieved and a Class A-1 RAO was submitted to MassDEP in December 1997. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0013434>

6. RTN 4-14208, 180 MacArthur Drive (Eversource and Sprague), Partial Permanent Solution with Conditions - AULs

Oil and/or hazardous material associated with the former MGP and tar-processing facility were detected in soil and groundwater. An AUL was recorded on the Eversource portion of property which requires that non-emergency utility or construction activities be evaluated by an LSP and excavation/earth moving activities that would materially alter the surface grade or relocate soil currently at a depth of 3 ft or greater is prohibited unless evaluated by a LSP. Dense non-aqueous liquid (“DNAPL”) and soil were treated in place by mixing it with cement grout to create low permeability soil-cement monolith. It was determined infeasible to achieve background because additional excavation would be required along with off-site treatment/disposal, contaminated soil is located under public road and state highway, which would need to be shored and temporarily relocated. Volatile organic compounds (“VOCs”) were detected in sub-slab soil gas and in indoor air. Conditions on western site area do not pose an Imminent Hazard and background is infeasible. A Permanent Solution was achieved that relies on AULs. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0014208>

7. RTN 4-15570, 180 MacArthur Drive (NSTAR), Class A-2 RAO

Non-aqueous No. 6 fuel oil was identified as NAPL in groundwater and soil in the vicinity of the Global Petroleum oil transfer lines. The pocket of NAPL was excavated, but EPH concentrations remain. Approximately 10 cubic yards of soil was excavated and approximately 1,750-gallons of oily water were recovered. A Permanent Solution was achieved and a Class A-2 RAO was submitted to MassDEP in July 2003. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0015570>

8. RTN 4-15755, 180 MacArthur Drive (NSTAR), Class A-2 RAO

An unknown volume of No. 6 fuel oil was released to the secondary containment of Tank #3. Soil was excavated and no surface water, groundwater, storm drains, or catch basins were impacted. An Immediate Response Action was completed, and the release was linked to 4-14208. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/portal#!/search/wastesite/results?RTN=4-0015755>

9. RTN 4-15896, 180 MacArthur Drive (NSTAR), Class B-1 RAO

DCE detected in soil and groundwater exceeding RCS-2 and RCGW-2 beneath former hazardous waste storage area in the former MGP building. Additional assessment indicated that response actions were not necessary to achieve a permanent solution. A Class B-1 RAO was submitted to MassDEP in March 2001. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Scanned.aspx?id=233212>

10. RTN 4-16574, 180 MacArthur Drive (NSTAR), Class B-1 RAO

COCs were detected in soil gas that could pose an Imminent Hazard (“IH”). Indoor air samples were collected and did not pose an IH. The source of COCs were determined to be background conditions due to nature of industrial operations since they were not detected in groundwater or soil. A permanent solution was achieved and a Class B-2 RAO was submitted in September 2002. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0016574>

11. RTN 4-18264, 180 MacArthur Drive (NSTAR), Adequately Regulated

This was a release to surface water that the Coast Guard responded to. It was determined to be Adequately Regulated and there were no files in the MassDEP database.

<https://eeaonline.eea.state.ma.us/portal#!/search/wastesite/results?RTN=4-0018264>

12. RTN 4-18540, 30 Pine Street, NSTAR, Class A RAO

This was a release of 200 gallons of No. 6 fuel oil to soils within containment dike around AST. The soils were excavated, and soil samples were collected. A condition of NSR exists but due to some detections of EPH, the site is approaching background. A Permanent Solution was achieved, and a RAO was submitted to MassDEP in November 2004. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0018540>

13. RTN 4-20254, 30 Pine Street, Sprague, Class A 2 RAO

Approximately 32 gallons of No. 2 fuel oil were released to the concrete floor and underlying soils. 3-4 cubic yards of soils were excavated. As a result, a condition of NSR exists, but it is infeasible to achieve background conditions. A Class A-2 RAO was submitted to MassDEP in March 2007. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0020254>

14. RTN 4-26568, 30 Pine Street, Sprague Energy, Permanent Solution

This was a release of approximately 100 gallons of diesel fuel from vehicle servicing pump adjacent to AST #1. Released to concrete pad, adjacent pavement and surrounding soils. Impacted soil was excavated; and, as a result, a Permanent Solution was achieved. A Permanent Solution Statement was submitted to MassDEP in May 2017. A link to the MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0026568>

15. RTN 4-29016, Assessor's Map 42 Lots 274 & 178 140 Pine Street

Cannon Street Holdings, Inc. retained the services of Civil & Environmental Consultants, Inc. (CEC) to perform a limited subsurface investigation on the southerly portion of the Site (Parcel 42 274 – 140 Pine Street) in August 2021. The investigation was conducted as part of due diligence associated with a potential purchase of the Site. The investigation was conducted, in part, to determine whether there was evidence of a release of oil and/or hazardous material on this portion of the Site that would require reporting to MassDEP. During the investigation, 11 soil borings were advanced and soil samples were collected for laboratory analysis. Various types of fill materials were observed in the borings. Several samples were submitted for laboratory analysis and the results indicated that extractable petroleum hydrocarbons and lead were detected at concentrations above their applicable Reportable Concentrations. Several soil stockpiles were also observed on the parcel which appeared to contain debris. As a result of receiving information indicating a reportable condition, Eversource submitted a 120 Day Notification to MassDEP, to which MassDEP issued RTN 4-29016. Apex is conducting a comprehensive site assessment to determine the nature and extent of contamination related to this RTN. Apex submitted a Phase I Initial Site Investigation and Tier II Classification on September 28, 2022. Additional response actions are necessary related to this RTN. A link to relevant MassDEP files is provided below.

<https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=4-0029016>.

The Releases and/or Threats of Releases of Oil and/or Hazardous Materials, as those terms are defined at 310 CMR 40.00006, that have been assigned RTN 4-0029016 shall 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 40.00006, 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. 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. NBFMT 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 the purchase of the Property;
 - 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. NBFMT agrees to the following terms and conditions:
 - a. NBFMT shall construct, own, and operate a staging area and shore base to support offshore wind construction activities at various offshore lease blocks on the east coast of the United States pursuant to a design site plan which is attached as Exhibit D and incorporated into this Agreement.
 - b. NBFMT 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 NBFMT 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, NBFMT 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 NBFMT achieves a Temporary Solution or Remedy Operation Status and for so long as the Temporary Solution or Remedy Operation Status remains the remediation status, NBFMT 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. NBFMT 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 NBFMT;
 - 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. NBFMT shall ensure that the Property is operated consistently with any AUL recorded with respect thereto.
- e. NBFMT 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 NBFMT's interests in the Property who shall receive the rights and obligations of such Agreement pursuant to Section IV.B.3.

B. COVENANTS NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to NBFMT

Pursuant to G.L. c. 21E, § 3A(j)(3), in consideration of the representations and commitments by NBFMT set forth in Section IV, Paragraph A of this Agreement, and subject to NBFMT'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 NBFMT, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage, 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 NBFMT complies with (a) 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 or (b) any other notice issued by MassDEP requiring additional work to achieve and/or maintain a Permanent Solution, Temporary Solution, or Remedy Operation Status. This Agreement shall not affect any liability established by contract.

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 NBFMT 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 NBFMT or Subsequent Owners and/or Operators pursuant to 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 NBFMT, 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 NBFMT'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, Temporary Solution Statement, or Remedy Operation Status is submitted to MassDEP that would have been discovered if an assessment of the releases covered by or addressed in the Permanent Solution Statement, Temporary Solution Statement, or Remedy Operation Status 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 NBFMT or a Subsequent Owner and/or Operator during NBFMT'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 NBFMT's liability protection under this Agreement; and
- e. any Release of Oil and/or Hazardous Material not expressly described as one of the Covered Releases.

6. Termination for Cause

a. If the OAG or MassDEP determines that any of NBFMT submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with Subparagraphs 6 b. and c. below. A statement made by NBFMT 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 NBFMT 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 NBFMT 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 NBFMT's liability protection.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide NBFMT 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 NBFMT 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.

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

C. COVENANT NOT TO SUE BY NBFMT AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, NBFMT 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 NBFMT'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 NBFMT.

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, NBFMT 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 NBFMT and/or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however, that NBFMT has 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 fully executed by all Parties.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

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

Date: 3/9/23

NEW BEDFORD FOSS MARINE TERMINAL, LLC

By: 
Andrew B. Saunders, President
New Bedford Foss Marine Terminal, LLC
450 Alaskan Way South, Suite 706
Seattle, WA 98104

Date: March 9, 2023

Exhibit A

Southern Bristol Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 6760
Document Type	: DEED
Recorded Date	: March 23, 2022
Recorded Time	: 08:51:04 AM
Recorded Book and Page	: 14272 / 235
Number of Pages(including cover sheet)	: 5
Receipt Number	: 151118
Recording Fee (including excise)	: \$24,779.00

 MASSACHUSETTS EXCISE TAX
 Bristol ROD South 001
 Date: 03/23/2022 08:51 AM
 Ctrl# 036046 11765 Doc# 00006760
 Fee: \$24,624.00 Cons: \$5,400,000.00

Southern Bristol Registry of Deeds
Sherrilynn M. Mello, Register
25 N 6th Street
New Bedford, MA 02740
508-993-2603
www.NewBedfordDeeds.com

QUITCLAIM DEED

SPRAGUE MASSACHUSETTS PROPERTIES LLC, a Delaware limited liability company, with a principal place of business at Two International Place, Suite 200, Portsmouth, New Hampshire 03801, for consideration paid, and in full consideration of Five Million Four Hundred Thousand (\$5,400,000.00) Dollars grants to NEW BEDFORD FOSS MARINE TERMINAL, LLC, a Delaware limited liability company registered to do business as a foreign limited liability company in the Commonwealth of Massachusetts, having its principal office at 450 Alaskan Way S, Suite 708, Seattle, Washington 98104, with QUITCLAIM COVENANTS, that certain parcel of land, together with the buildings and improvements thereon located in the City of New Bedford, Bristol County, Massachusetts, together with that certain use restriction set forth herein, and bounded and described as follows:

Beginning at a point, said point being the Northeast corner of the Pine Street cul-de-sac; thence

N 38° 57' 58"E	Twenty-three and 83/100 (23.83) feet to a point; thence
N 83° 24' 12"E	Fifty-three and 76/100 (53.76) feet to a point; thence
N 39° 47' 50" E	Thirty-seven and 44/100 (37.44) feet to a point; thence
N 07° 20' 21"W	Seventy-seven and 31/100 (77.31) feet to a point; thence
S 82° 31' 16" W	Forty-three and 74/100 (43.74) feet to a point; thence
S 07° 33' 09" E	Eleven and 43/100 (11.43) feet to a point; thence
S 82° 34' 39" W	Thirty-seven and 59/100 (37.59) feet to a point; thence
N 07° 22' 07" W	Eleven and 21/100 (11.21) feet to a point;
S 82° 35' 39" W	Twenty and 83/100 (20.83) feet to a point; thence
N 07° 29' 28" W	Seventy and 82/100 (70.82) feet to a point; thence
S 82° 33' 08" W	Nine and 08/100 (9.08) feet to a point; thence
N 07° 18' 18" W	Nineteen and 17/100 (19.17) feet to a point; thence
S 82°37'54" W	Forty-eight and 90/100 (48.90) feet to a point; thence
N 07° 25' 37" W	One Hundred Twenty and 17/100 (120.17) feet to a point; thence
N 82° 27' 09" E	Seventy-nine and 35/100 (79.35) feet to a point; thence
S 06° 47' 37" E	Ten and 23/100 (10.23) feet to a point; thence
N 82° 30' 15" E	Two Hundred Twelve an 88/100 (212.88) feet to a point; thence

Property Address: e/s Macarthur Drive and 1-3 Pine Street
New Bedford, Massachusetts

N 07° 27' 18" W Fifty-five and 32/100 (55.32) feet to a point; thence
 N 34° 09' 01" E Twenty-five and 74/100 (25.74) feet to a point; thence
 N 82° 31' 25" E Eighty-two and 14/100 (82.14) feet to a point; thence
 N 07° 21' 09" W One Hundred Eighty-three and 28/100 (183.28) feet to a point; thence
 S 82° 36' 48" W Two Hundred Ten and 13/100 (210.13) feet to a point; the last twenty-two (22) courses being by Parcel "C" (as shown on the plan of land hereinafter referred to); thence
 N 08° 28' 22" W Seventy-two and 42/100 (72.42) feet to a point; thence
 N 82° 43' 24" E One Hundred Sixty-four and 68/100 (164.68) feet to a point; thence
 N 06° 47' 36" W Two Hundred Fifty-three and 27/100 (253.27) feet to a point, the last three (3) courses being by land now or formerly NSTAR Gas; thence
 N 83° 31' 57" E Two Hundred Twenty and 28/100 (220.28) feet to a point; thence
 S 05° 57' 46" E Sixty-two and 71/100 (62.71) feet to a point; thence
 N 83° 09' 00" E Five Hundred Sixty-four and 51/100 (564.51) feet to a point, the last three (3) courses being by land now or formerly City of New Bedford; thence
 S 14° 26' 10" E One Thousand One Hundred Fifty-three and 80/100 (1153.80) feet by the Combined Pierhead and Bulkhead Line (as shown on the plan of land hereinafter referred to) to a point; thence
 S 81° 30' 00" W Five Hundred Sixty-five and 81/100 (565.81) feet by land now or formerly W Trading, Inc. (as shown on the plan of land hereinafter referred to) to a point; thence
 N 09° 07' 57" W One Hundred Fifty-six and 31/100 (156.31) feet to a point; thence
 S 80° 24' 51" W Three Hundred Seventeen and 39/100 (317.39) feet to a point; thence
 NORTHWESTERLY Sixty-six and 70/100 (66.70) feet by a curve to the right having a radius of Eighty-nine and 39/100 (89.39) feet to a point; thence
 S 79° 36' 33" W One Hundred Twenty-three and 84/100 (123.84) feet to a point; thence
 N 08° 55' 39" W Thirty-four and 24/100 (34.24) feet to a point; thence
 N 58° 51' 17" W One Hundred Twenty-eight and 63/100 (128.63) feet to a point; thence
 S 83° 13' 45" W Thirty-five and 26/100 (35.26) feet to a point; the last seven (7) courses being by Parcel "B" on plan of land hereinafter referred to; thence

N 07 ° 59' 16" W Fifty-one and 83/100 (51.83) feet by the easterly end of Pine Street to the point of beginning.

Being shown as Parcel "A" on plan of land entitled, "Division of Property", prepared for Commonwealth Electric Company by Tibbetts Engineering Corp., said plan dated May 2, 2005 and filed with the Bristol County (SD) Registry of Deeds in Plan Book 157, Page 59.

Containing 1,081,683 square feet of land as shown on said plan.

Being the same premises conveyed to Sprague Massachusetts Properties LLC by Quitclaim Deed of Commonwealth Electric Company, dated December 27, 2005 and recorded with said Registry of Deeds in Book 7939, Page 282.

Also conveying to New Bedford Foss Marine Terminal, LLC, all right, title and interest in and to all wharfs, piers, docks, platforms, walls, seawalls, bulkheads, pile dolphins, plank-walks, catwalks, riprap and other structures, and any and all right, title and interest granted either by the Commonwealth of Massachusetts, the United States of America or any governmental subsidiary thereof for the maintenance and erection of such wharfs, piers, docks, platforms, walls, seawalls, bulkheads, pile dolphins, plank-walks, catwalks, riprap and other structures and/or the dredging, filling, and any other rights thereunder.

The above-described premises also are conveyed subject to and with the benefit of all agreements, conditions, restrictions and matters of record insofar as now in force and applicable and as set forth herein.

New Bedford Foss Marine Terminal, LLC hereby agrees that for a period of ten (10) years following the date hereof, the above-described premises may not be used for the storage, distribution or sale of any distillate products and related components, including but not limited to, heating oil, diesel fuel, kerosene, jet fuel, marine fuels of any type, renewable diesel and bio-diesel blend stocks that are sold or blended into these fuels unless such fuels are supplied to New Bedford Foss Marine Terminal, LLC by Sprague Operating Resources LLC, its affiliates, subsidiaries and assigns at the said premises.

The above-described premises are conveyed hereunder in the ordinary course of business of Sprague Massachusetts Properties LLC.

Sprague Massachusetts Properties LLC is not classified as a corporation for Federal tax purposes for the current taxable year.

EXECUTED under seal this 21st day of February, 2022.

SPRAGUE MASSACHUSETTS PROPERTIES LLC

By: Tammany A. Patrick
Name: Tammany A. Patrick
Its: Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 21st day of February, 2022, before me, the undersigned notary public, personally appeared Tammany A. Patrick, Secretary of Sprague Massachusetts Properties LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as an officer of Sprague Massachusetts Properties LLC.

Neil C. Rifkind
Notary Public

Neil C. Rifkind
Notary Public, State of New York
Registration No. 02R16226036
Qualified in New York County
Commission Expires September 20, 2022

Southern Bristol Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 6766
Document Type	: DEED
Recorded Date	: March 23, 2022
Recorded Time	: 09:05:19 AM
Recorded Book and Page	: 14272 / 251
Number of Pages(including cover sheet)	: 11
Receipt Number	: 151120
Recording Fee (including excise)	: \$37,547.00

 MASSACHUSETTS EXCISE TAX
 Bristol ROD South 001
 Date: 03/23/2022 09:05 AM
 Ctrl# 036047 25795 Doc# 00006766
 Fee: \$37,392.00 Cons: \$8,200,000.00

Southern Bristol Registry of Deeds
Sherrilynn M. Mello, Register
25 N 6th Street
New Bedford, MA 02740
508-993-2603
www.NewBedfordDeeds.com

Property Address: e/s Macarthur Drive, 180 Macarthur Drive, n/e S. Water Street
Leonards Wharf and 140 Pine Street, New Bedford, Massachusetts

QUITCLAIM DEED

NSTAR ELECTRIC COMPANY and **NSTAR GAS COMPANY**, each a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts, having a principal office at 800 Boylston Street, 17th Floor, Boston, Massachusetts 02199 (each individually, "Grantor" and both collectively Grantors"), for consideration paid, and in full consideration of Eight Million Two Hundred Thousand Dollars (\$8,200,000), do hereby grant to **NEW BEDFORD FOSS MARINE TERMINAL, LLC**, a Delaware limited liability company registered to do business as a foreign limited liability company in the Commonwealth of Massachusetts, having its principal office at 450 Alaskan Way S, Suite 708, Seattle, Washington 98104 ("Grantee"), with **Quitclaim Covenants**, the land, together with all buildings and improvements thereon, situated in the City of New Bedford, County of Bristol, Commonwealth of Massachusetts, being more particularly described on Exhibit A annexed hereto and incorporated herein by reference, containing a total area of 16.8 acres, more or less. Also conveying to Grantee all of Grantors' right, title and interest in and to all wharfs, piers, docks, platforms, walls, seawalls, bulkheads, pile dolphins, plank-walks, catwalks, riprap and other structures, and any and all right, title and interest granted either by the Commonwealth of Massachusetts, the United States of America or any governmental subsidiary thereof for the maintenance and erection of such wharfs, piers, docks, platforms, walls, seawalls, bulkheads, pile dolphins, plank-walks, catwalks, riprap and other structures and/or the dredging, filling, and any other rights thereunder each to the extent applicable to the premises conveyed.

Specifically excluding from the premises conveyed hereunder the land delineated as "Lot 1" and "Lot 2" on Plan of land entitled "PLAN OF LAND, NSTAR GAS COMPANY D/B/A EVERSOURCE ENERGY & NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, ASSESSOR'S PARCEL: 47-181, 42-287, & 42-84, MACARTHUR DRIVE & PINE STREET, NEW BEDFORD, MASSACHUSETTS", said plan dated July 27, 2021 and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 183, Page 79 (the "Plan").

The premises conveyed hereunder is subject to any and all easements, licenses, rights of way, agreements, conditions, restrictions and reservations of record, including, without limitation, all of the terms and provisions provided therein, to the extent still in force and applicable. Grantee accepts the Property in "AS IS" condition, "WITH ALL FAULTS". Nothing in this deed shall be construed as superseding the terms of the Purchase and Sale Agreement between the Grantor and Cannon Street Holdings, LLC, dated June 21, 2021, and any such terms intended by such agreement to survive the delivery of this deed shall not be deemed merged with and into this deed but shall remain in full force and effect and binding on the parties and their respective successors and assigns.

EXCEPTING AND RESERVING to NSTAR Electric Company, its successors and assigns, the following perpetual and exclusive RIGHTS and EASEMENTS to lay, install, construct, reconstruct, operate, maintain, repair, replace, rebuild, inspect, patrol and remove NSTAR Electric Company's currently existing and future additional subsurface and/or underground lines and facilities, consisting of wires, cables, pipes,

ducts, conduits, manholes, existing poles and service wires, grounds, and other equipment for the transmission of electric current, communications and/or intelligence in an underground fashion, except as noted, through the easement areas enumerated as (a), (b), (c), (d) and (e) below, including the rights to clear and keep clear said easement areas of all trees and underbrush by such means as NSTAR Electric Company may select, to remove all structures or obstructions which are found within the limits of said easement areas, to cut or trim such trees on the adjacent land of New Bedford Foss Marine Terminal, LLC as in the judgment of NSTAR Electric Company may interfere with or endanger said lines and facilities or their maintenance and operation, and to pass and repass on, over and across said easement areas with personnel, vehicles and equipment for all purposes and at all times in the lawful exercise of the rights granted herein for the purposes of serving NSTAR Electric Company's present and future utility customers, and to serve the said premises and/or future development of the parcel, or adjacent parcels, as may be necessary or required.

- a. "Electric Easement A - 20' wide" as depicted on the Plan.
- b. "Electric Easement B - 20' wide" as depicted on the Plan.
- c. "Electric Easement C - 20' wide" as depicted on the Plan.
- d. "Electric Easement D - 20' wide" as depicted on the Plan.
- e. Also reserving on Parcel B as shown in Plan Book 157, Page 59, an easement for electric infrastructure beginning at a point bearing N 81°24'22" E and 17.50 feet distant from the intersection of the northwest corner of Cape Street and Parcel B, thence N 08°35'08" W a distance of 18.00 feet, thence N 81°24'22" E a distance of 20.00 feet, thence S 08°35'08" E a distance of 18.00 feet to the northerly side of Cape Street, thence S 81°24'22" W a distance of 20.00 feet by the northerly side of Cape Street to the point of beginning, containing an area of 360 S.F (herein the "Switchgear Cabinet Easement").

The Electric Easement A – 20, Electric Easement B – 20, Electric Easement C – 20, Electric Easement D – 20 and the Switchgear Cabinet Easement all collectively herein referred to as the "Reserved Easements"

ALSO EXCEPTING AND RESERVING to both Grantors and only in the event access to (i) the Reserved Easements, (ii) the Cable Reel Storage Easement 4,356 +/- S.F. or (iii) the Grantee's facilities discussed in subparagraphs (a) and (b) immediately below, is not available over a public way,

- a. a perpetual and non-exclusive right and easement to pass and repass on, over and across said reserved easement areas with personnel, vehicles and equipment for all purposes and at all times in the lawful exercise of the rights granted herein and for the purpose of serving any facilities on the premises conveyed by this deed or on land of either Grantor not conveyed hereunder that abuts the premises conveyed by Grantors to the Grantee hereunder.

- b. a perpetual and non-exclusive pedestrian and vehicular access easement over and across the premises conveyed to the Grantee hereunder for access to Grantors' facilities whether such facilities are located in a reserved easement area or on parcels retained by the Grantors in fee, utilizing for such access to the greatest extent possible the roadways and parking areas established from time to time by the Grantee on the premises conveyed by the Grantors to the Grantee hereunder.

By the acceptance and recording of this deed, the Grantee, for itself, and its successors and assigns, covenants and agrees to and with the Grantors that it will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure of any kind or nature upon the said Reserved Easements or change the existing grade or ground level of the said reserved easement areas by excavation without the consent of the Grantor, which consent shall not be unreasonably withheld. Grantee hereby agrees that it will not alter the grade of the Property so as to increase the surface or subsurface flow of surface water into Seller's retained property.

By tendering of this deed for recording by Grantee, Grantors, for themselves, and their successors and assigns, covenants and agrees that excepting the Reserved Easements, the easements granted over the land herein conveyed to Grantee is to the extent reasonably necessary for such access for purposes for which the easements are herein granted, but such access by Grantor shall not unreasonably interfere with the development or redevelopment of the land herein conveyed to Grantee.

ALSO EXCEPTING AND RESERVING to NSTAR Electric Company, its successors and assigns, the following permanent RIGHT and EASEMENT for access to and maintenance of the cable reel (the "Cable Reel") at its current location as shown on the Plan as the "Cable Reel Storage Easement 4,356 +/- S.F."

Grantee and its successors in title may relocate the Cable Reel and the Cable Reel Easement from its current location to another portion of the premises controlled by the Grantee or its successors in title (or land controlled by the Grantee and its successors in title on other adjacent property), all at the Grantee's sole risk, cost and expense. The Grantors hereby preapprove the relocation of the Cable Reel and the Cable Reel Easement to that portion of the Land shown as (i) Lot 4, 2,129 +/- S.F., and (ii) "Cable Reel Storage Easement 2,208 +/- S.F.", as shown on the Plan.

NSTAR Electric Company also retains access rights across the premises conveyed hereunder that will allow NSTAR Electric Company access to the water for purposes of removal of the Cable Reel by barge, whether from its current location or any alternate location to which it may be relocated by the Grantee and its successors in title. The protocols to undertake the move between the two locations shall fully comply with the requirements of the cable manufacturer and any industry standards. NSTAR Electric Company shall have the right to fence in the Cable Reel at its present and/or future location(s) for additional protection. Grantee shall always provide NSTAR Electric Company with adequate access to the water for purposes of removal of the Cable Reel by barge. Grantee shall be responsible (but for the account of Grantor) to relocate the cable to a location near the water where it can be conveniently loaded onto a barge. The cost of

loading and removal by barge shall be at the sole cost and expense of NSTAR Electric Company. The Cable Reel Easement shall be binding upon successors and assigns of the parties and shall terminate (as to its current location) when the Cable Reel is relocated. If the current cable is put into use and/or needs to be replaced at some time, the cost to locate a new cable reel to the easement area shall be at the sole expense of NSTAR Electric Company.

In further consideration of the within conveyance, the Grantee hereby covenants and agrees with the Grantors that in the event the Grantee is successful in its petition to discontinue Pine Street, as shown on said Plan, as a public way, Grantee agrees to grant Grantors permanent easements for maintenance, repair and replacement of existing and installation of any new subsurface infrastructure as well as general access rights across, under and within the former Pine Street layout, including access by crane for removal, installation and maintenance of any equipment located within NSTAR Electric Company's electrical substation. Grantee agrees that in all events, the Grantors shall have access to and use of its existing curb cut and access gate located on Pine Street.

Notwithstanding anything in the foregoing to the contrary, Grantor shall exercise easement rights retained herein or as may exist otherwise, in a workmanlike, safe and efficient manner, shall permit no excavations to remain open without proper safeguard, nor for any longer period than reasonably necessary for the performance of the work, and shall restore the surface of the ground after each such excavation as nearly as possible to its condition prior to such excavation.

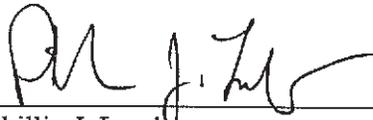
Grantor agrees that upon the written request of Grantee, its successors and assigns. Grantor shall consent to the relocation by Grantee of the easements herein granted, so long as (i) Grantee irrevocably agrees to bear the cost of such relocation, (ii) such relocation will be to property owned by Grantee, its successors and assigns, and will not materially adversely affect the operations of the Grantee's electricity transmission and distribution business (except for down time associated with the cut over for such relocation process in accordance with good utility practice), (iii) the proposed relocations consistence with good utility practice, and (iv) such relocation is performed in accordance with a schedule and methodology agreed to by the Grantee and Grantor. Grantor further agrees to condition any grant or assignment of its transferees to be bound by the terms and conditions of this paragraph. Any disputes between Grantor and Grantee, and its successors and assigns shall be resolved by expedited arbitration in accordance with the Rules of a nationally recognized commercial arbitration association.

By the tendering of the herein deed for recording by Grantee and without prejudice to the foregoing easement rights in favor of and/or retained by Grantor, any and all rights of easement as contained in a certain Grant of Easement dated December 27, 2005 and recorded in the Bristol County (SD) Registry of Deeds in Book 7939, Page 287 in favor of Grantor, its successors and assigns, are hereby terminated.

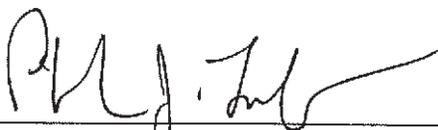
The premises conveyed by Grantors to Grantee hereunder is conveyed in the Grantors' ordinary course of business and such conveyance does not constitute a sale of all or substantially all of the real property or assets of either Grantors in the Commonwealth of Massachusetts.

Executed under seal the 8th day of February, 2022.

NSTAR ELECTRIC COMPANY

By: 
Phillip J. Lembo
Executive Vice President & CFO

NSTAR GAS COMPANY

By: 
Phillip J. Lembo
Executive Vice President & CFO

COMMONWEALTH OF MASSACHUSETTS

On this 8th day of February, 2022, before me, the undersigned notary public, personally appeared Phillip J. Lembo and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose, as an authorized signatory of NSTAR Electric Company and NSTAR Gas Company.


Notary Public

My Commission Expires: 2/10/2023

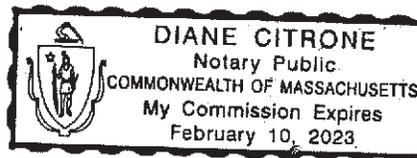


EXHIBIT A

First Parcel

Those certain parcels of land located on the southerly and easterly side of MACARTHUR DRIVE, in New Bedford, Bristol County, Commonwealth of Massachusetts, being shown as Lot 3, Lot 5 and Lot 6 on plan of land entitled "PLAN OF LAND, NSTAR GAS COMPANY D/B/A EVERSOURCE ENERGY & NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, ASSESSOR'S PARCEL: 47-181, 42-287, & 42-84, MACARTHUR DRIVE & PINE STREET, NEW BEDFORD, MASSACHUSETTS", said plan dated July 27, 2021 and filed with the Bristol County (SD) Registry of Deeds in Plan Book 183, Page 79, and being more particularly bounded and described as follows:

Beginning at a point on the easterly line of MacArthur Drive, 235.58 feet northerly from the intersection of Pine Street and MacArthur Drive; thence

N 07° 57' 56" W	a distance of 435.00 feet by MacArthur Drive to Lot 1 as shown on said plan; thence
N 82° 02' 04" E	a distance of 111.00 feet by said Lot 1; thence
N 07° 57' 56" W	a distance of 53.00 feet by said Lot 1; thence
S 82° 02' 04" W	a distance of 111.00 feet by said Lot 1 to MacArthur Drive; thence
N 07° 57' 56" W	a distance of 197.84 feet by MacArthur Drive; thence
N 36° 57' 37" E	a distance of 70.80 feet by MacArthur Drive; thence
N 81° 53' 09" E	a distance of 295.08 feet by MacArthur Drive and Leonard's Wharf; thence
S 59° 37' 33" E	a distance of 103.33 feet by Leonard's Wharf; thence
N 83° 31' 57" E	a distance of 158.89 feet by Leonard's Wharf to land now or formerly of Sprague Massachusetts Properties LLC; thence
S 06° 47' 36" E	a distance of 253.27 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
S 82° 43' 24" W	a distance of 164.68 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
S 08° 28' 22" E	a distance of 72.42 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
N 82° 36' 48" E	a distance of 210.14 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
S 07° 21' 09" E	a distance of 183.28 feet by land now or formerly of Sprague Massachusetts Properties LLC thence
S 82° 31' 25" W	a distance of 82.14 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
S 34° 09' 01" W	a distance of 25.74 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
S 07° 27' 18" E	a distance of 55.32 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence
S 82° 30' 15" W	a distance of 212.88 feet by land now or formerly of Sprague Massachusetts Properties LLC; thence

N 06° 47'37" W a distance of 10.23 feet by land now or formerly of Sprague
 Massachusetts Properties LLC; thence
 S 82° 27'09" W a distance of 79.35 feet by land now or formerly of Sprague
 Massachusetts Properties LLC; thence
 S 07°25'37" E a distance of 94.09 feet by land now or formerly of Sprague
 Massachusetts Properties LLC to Lot 2; thence
 S 80° 59'34" W a distance of 231.15 feet by Lot 2 as shown on said plan to the
 easterly side of MacArthur Drive and the point of beginning.

Containing a total area of 368,692 square feet or 8.464 acres, more or less.

For title see deeds recorded with the Bristol County (SD) Registry of Deeds in Book 31, Page 224, Book 31, Page 272, Book 59, Page 533, Book 225, Page 423, Book 228, Page 425, Book 432, Page 456, Book 584, Page 57, Book 584, Page 190, Book 584, Page 404, Book 597, Page 131, Book 1293, Page 76, and in Book 3917, Page 45.

Second Parcel

A certain parcel of land located off the southerly and easterly side of MACARTHUR DRIVE, in New Bedford, Bristol County, Commonwealth of Massachusetts, being shown as Lot 4 on plan of land entitled "PLAN OF LAND, NSTAR GAS COMPANY D/B/A EVERSOURCE ENERGY & NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, ASSESSOR'S PARCEL: 47-181, 42-287, & 42-84, MACARTHUR DRIVE & PINE STREET, NEW BEDFORD, MASSACHUSETTS" said plan dated July 7, 2021 and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 183, Page 79, and being more particularly bounded and described as follows:

Beginning at a point 26.08 feet southerly from the northeast corner of Lot 2 as shown on said plan; thence

S 07° 25'37" E a distance of 39.80 feet by said Lot 2; thence
 N 82° 30'32" E a distance of 57.96 feet by said Lot 2 to land now or formerly of
 Sprague Massachusetts Properties LLC; thence
 N 07° 29'28" W a distance of 20.52 feet by land now or formerly of Sprague
 Massachusetts Properties LLC; thence
 S 82° 33'08" W a distance of 9.08 feet by land now or formerly of Sprague
 Massachusetts Properties LLC; thence
 N 07° 18' 18" W a distance of 19.17 feet by land now or formerly of Sprague
 Massachusetts Properties LLC; thence
 S 82° 37'54" W a distance of 48.90 feet by land now or formerly of Sprague
 Massachusetts Properties LLC to said Lot 2 and the point of
 beginning.

Containing an area of 2,129 square feet or 0.049 acres, more or less.

For title see deed recorded with the Bristol County (SD) Registry of Deeds in Book 228, Page 425.

Third Parcel

A certain parcel of land located on the easterly side of PINE STREET, in New Bedford, Bristol County, Commonwealth of Massachusetts, being shown as Parcel B on plan of land entitled "DIVISION OF PROPERTY, PREPARED FOR COMMONWEALTH ELECTRIC COMPANY, MACARTHUR DRIVE, NEW BEDFORD, MA." said plan dated May 2, 2005 and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 157, Page 59, and being more particularly bounded and described as follows:

Beginning at a point 64.19 feet northerly from the southeast corner of Pine Street; thence

N 83°13'45" E	a distance of 35.26 feet by Parcel A as shown on said Plan; thence
S 58°51'17" E	a distance of 128.63 feet by said Parcel A; thence
S 08°55'39" E	a distance of 34.24 feet by said Parcel A; thence
N 79°36'33" E	a distance of 123.84 feet by said Parcel A; thence
Easterly	with a curve turning to the left with an arc length of 66.70 feet, with a radius of 89.39 feet, with a chord bearing of S 78°12'29" E, with a chord length of 65.17 feet by said Parcel A; thence
N 80°24'51" E	a distance of 317.39 feet by said Parcel A; thence
S 09°07'57" E	a distance of 156.31 feet by said Parcel A, to land now or formerly of W Trading, Inc.; thence
S 81°30'00" W	a distance of 69.09 feet by land now or formerly of W Trading, Inc.; thence
S 08°30'00" E	a distance of 268.00 feet by land now or formerly of W Trading, Inc. to land now or formerly of New Bedford Redevelopment Authority; thence
S 81°24'22" W	a distance of 594.37 feet by land now or formerly of New Bedford Redevelopment Authority, Cape Street, AFC Acquisition Corp., and Marine Enterprises, Inc. to land now or formerly of Luzo Properties, Inc.; thence
N 08°05'11" W	a distance of 320.84 feet by land now or formerly of Luzo Properties, Inc. and land now or formerly of Commonwealth Electric; thence
N 80°49'25" E	a distance of 20.56 feet by land now or formerly of Commonwealth Electric; thence
N 07°59'16" W	a distance of 234.09 feet by land now or formerly of Commonwealth Electric and the easterly side of Pine Street to the point of beginning.

Containing an area of 274,574 square feet or 6.303 acres, more or less.

For title see deeds recorded with the Bristol County (SD) Registry of Deeds in Book 1026, Page 352, Book 1057, Page 423, Book 1070, Page 199, and in Book 903, Page 8.

Fourth Parcel

A certain parcel of land located on the easterly side of MACARTHUR DRIVE and southerly side of PINE STREET, in New Bedford, Bristol County, Commonwealth of Massachusetts, being shown as Parcel 7A on plan of land entitled "PLAN OF LAND SHOWING DISPOSITION PARCEL NOS. 7A & 8A OF SOUTH TERMINAL URBAN RENEWAL PROJECT AND PARCELS A & B OF NEWBEDFORD GAS & EDISON LIGHT CO., N.B.R.A.", said plan dated July 1970, and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 87, Page 50, and being more particularly bounded and described as follows:

Beginning at the northeast corner of Parcel 7A as shown on the said plan and the southeasterly corner of Pine Street; thence

S 07°59'16" E	a distance of 169.90 feet by Parcel B as shown on said plan; thence
S 80°49'25" W	a distance of 20.56 feet by said Parcel B; thence
S 08°05'11" E	a distance of 80.02 feet by said Parcel B to Parcel 7B as shown on the aforesaid plan; thence
S 81°24'22" W	a distance of 195.38 feet by said Parcel 7B to the easterly side of MacArthur Drive; thence
N 21°27'08" W	a distance of 295.02 feet MacArthur Drive to the southerly side of Pine Street; thence
NORTHEASTERLY	by Pine Street with a curve turning to the right with an arc length of 39.36 feet and radius of 22.00 feet; thence
N 81°03'24" E	a distance of 81.07 feet by Pine Street; thence
SOUTHEASTERLY	by Pine Street with a curve turning to the right with an arc length of 89.83 feet and radius of 92.00 feet; thence
SOUTHERLY	by Pine Street with a reverse curve turning to the left with an arc length of 56.63 feet and radius of 58.00 feet; thence
N 81°03'24" E	a distance of 57.04 feet by Pine Street to the point of beginning.

Containing an area of 70,559 square feet or 1.620 acres, more or less.

For title see deed recorded with the Bristol County (SD) Registry of Deeds in Book 1639, Page 498.

Fifth Parcel

A certain parcel of land located on the northerly side of MACARTHUR DRIVE and the easterly side of Water Street Extension, in New Bedford, Bristol County, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at the southwest corner of the parcel herein described at the intersection of the northerly side of MacArthur Drive and the easterly side of Water Street Extension; thence

N 81°53'09" E	a distance of 189.97 feet by the northerly side of MacArthur Drive, formerly known as Walnut Street; thence
N 36°54'23" E	a distance of 70.74 feet by MacArthur Drive; thence

N 08°04'23" W a distance of 30.40 feet by MacArthur Drive, formerly known as Front Street to land now or formerly of Waterfront Hospitality, LLC; thence
S 81°50'17" W a distance of 239.72 feet by land now or formerly of Waterfront Hospitality, LLC to the easterly side of Water Street Extension; thence
S 07°53'36" E a distance of 80.20 feet by Water Street Extension to the point of beginning.

Being shown on plan of land entitled "Plan of Land in New Bedford, Massachusetts owned by Waterfront Hospitality, LLC" said plan dated December 29, 2008 and recorded with the Bristol County (SD) Registry of Deeds in Plan Book 163 Page 97; see also plan of land entitled "The City of New Bedford New Bedford Redevelopment Authority Plan of Block II & Block 12 South Terminal Urban Renewal Project", said plan dated February 1967 and recorded with said Registry of Deeds in Plan Book 78, Page 45.

Containing an area of 18,010 square feet or 0.413 acres, more or less.

Excepting so much of the land as was taken pursuant to Order of Taking #29 recorded with the Bristol County (SD) Registry of Deeds in Book 1554, Page 1153.

For title see deed recorded with the Bristol County (SD) Registry of Deeds in Book 1816, Page 224.

See Certificate from the Commonwealth of Massachusetts Department of the State Secretary, dated March 16, 1981, and registered with the Bristol County (SD) Registry District of the Land Court as Document Number 40826, for evidence of the name change from New Bedford Gas Light Company to New Bedford Gas and Edison Light Company.

See also Certificate from the Massachusetts Secretary of the Commonwealth dated January 12, 2007, and recorded with the Bristol County (SD) Registry of Deeds in Book 8506, Page 159, as evidence of the filing of (1) Articles of Merger whereby Boston Edison Company merged with Cambridge Electric Light Company, Canal Electric Company and Commonwealth Electric Company with the surviving entity being Boston Edison Company, and (2) Articles of Amendment whereby Boston Edison Company's name was changed to NSTAR Electric Company.

Exhibit B

1.0 SITE INVESTIGATION ACTIVITIES

1.1 August 2021 Soil Investigation

On August 11 and 12, 2021, Civil & Environmental Consultants, under the direction of Margaret Cote, performed a limited site investigation to assist in evaluating potential environmental liabilities associated with purchasing the Property. On August 11, 2021, CEC oversaw the excavation of test pits in the areas of the proposed soil borings. The purpose of performing the test pits was to preclear areas where soil borings were proposed to ensure that subsurface utilities were not present. Petroleum-like odor was noted in several of the test pits and fill material including ash/coal fragments, brick, wood, concrete, and seashells were identified in the majority of the test pits. Each test pit was backfilled with the excavated material.

On August 12, 2021, CEC oversaw the advancement of 11 soil borings performed by Technical Drilling Services, Inc. (TDS) of Sterling, Massachusetts. The soil borings were advanced to the water table, which was observed at depths ranging from approximately 4 to 8 fbg. Fill material was observed in the majority of the soil borings, and the composition of the fill varied vertically and spatially. The fill consisted mainly of coal fragments, ash, brick, wood, concrete and seashells. However, the fill material observed in borings CEC-09, CEC-10 and CEC-11, located near the former service garage, consisted of gray to tan/brown, sandy, processed gravel fill with some wood fragments, which appeared to be non-native material.

Soil samples were collected from various depth intervals for analysis for volatile organic compounds (VOCs), extractable petroleum hydrocarbons (EPH) with targets and ranges, and total metals. At the completion of the drilling efforts, the soil borings were backfilled with drill cuttings and sand.

1.2 June 2022 Soil Investigation

On June 29, 2022, Apex was present during the excavation of three test pits by WC Smith & Son Inc. of New Bedford, Massachusetts. The purpose of the test pits was to evaluate soil conditions from a geotechnical perspective related to ongoing engineering of the new bulkheads. Two test pits were excavated on Coal Pier (TP-01 and TP-02) and one was excavated on Wood Pier (TP-03).

Soil samples from varying depth intervals were collected and screened for total organic vapors using a photoionization detector (PID). PID reading were all less than 1 part per million by volume (ppmv).

Observations made during the test pit excavation are summarized below.

Test Pit ID	Total Depth (fbg)*	Observations
TP-01	8	<p>0 – 3 fbg: Dark brown to black soil with coal fragments and gravel. Light – tan sand with gravel at 3 feet.</p> <p>Concrete wall (approximately 6” wide) encountered at approximately 2 fbg, extended to approximately 5 fbg, with another wall of same dimensions approximately 2.5 feet to the north (in parallel) of the other wall, running parallel to the northern bulkhead of the pier.</p> <p>3 – 7 fbg: Brown sand with gray and tan silty clay with tan sand beneath. Brown sand to 6 fbg. Slight odor.</p> <p>Water encountered at approximately 7.5 fbg.</p>
TP-02	7	<p>0 - 3 fbg: Dark brown soil at surface with tan sand and gravel beneath. Some coal fragments observed.</p> <p>3 – 7 fbg: Dark coarse sand and gravelly fill material with some coal fragments. Dark brown to black, with some rust color, coarse sand with some wood fragments.</p> <p>Water encountered at approximately 7 feet.</p>
TP-03	7.5	<p>0 – 3 fbg: Tan to brown sandy soil/fill with some asphalt at surface. Some shell fragments.</p> <p>3 – 7.5 fbg: Tan fine sand over grey silty sand with shell pieces. Carcass of empty drum.</p> <p>Water encountered at approximately 7.5 feet.</p>

* Feet below grade

Soil samples from various depth intervals were collected and submitted for analysis for VOCs, semi-volatile organic compounds (SVOCs), EPH with targets and ranges, total metals, and/or polychlorinated biphenyls (PCBs). Samples were submitted to ESS Laboratory of Cranston, Rhode Island (ESS). At the completion of the excavation efforts, the test pits were backfilled with the excavated material.

1.3 June 2022 Groundwater Sampling

On June 20, 2022, groundwater samples were collected from previously installed groundwater monitoring wells identified as OW-1, OW-2 and OW-3. These wells were installed by the previous owner, Sprague Energy as observation wells associated with large capacity above ground petroleum storage tanks. Prior to sampling, the wells were gauged utilizing an interface probe capable of detecting non-aqueous phase liquids (NAPL) to an accuracy of 0.01 foot. NAPL was not detected in any of the monitoring wells during gauging activities and depth to water was measured at depths between 7.3 and 9 fbg. Based on surface topography, the close proximity to the New Bedford Harbor, and prior groundwater elevation surveys, the groundwater flow direction is to the east-southeast, toward the Harbor.

Groundwater samples were collected in general conformance with *EPA Region I Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples for Monitoring Wells (EPA, 2017)* and placed in laboratory-preserved containers for VOCs, EPH, volatile petroleum hydrocarbons (VPH), and MCP 14 metals. The samples were placed on ice and transported to ESS for analysis.

1.4 July 2022 Soil Investigation and Monitoring Well Installation

On July 28, 2022, Apex oversaw the advancement of six soil borings (AP-101 through AP-106) by Technical Drilling Services (TDS) using the direct-push drilling method. The soil borings were advanced to a depth of 15 fbg, with the exception of AP-105, where refusal was encountered at a depth of 10 fbg. The boring locations are shown on **Figure 3**.

During soil boring advancement, soil samples were collected from varying intervals and were observed for evidence of contamination (odor, staining); and, screened for TOV using a PID. Odors and/or staining were not noted and the majority of the PID readings were less than 1 PPMV, with the exception of one sample collected from the 10 – 15 fbg interval in boring AP-102.

Soil samples were collected from various depth intervals and were submitted to ESS for analysis for VOCs, SVOCs, EPH with targets and ranges, MCP 14 metals, and/or PCBs. At the completion of the drilling, soil borings AP-101, AP-103 and AP-105 were backfilled with drill cuttings and sand.

Monitoring wells were installed in borings AP-102, AP-104 and AP-106. The monitoring wells were constructed of 2-inch, inside-diameter poly-vinyl chloride (PVC) casing and screen; the screens were set from 5 to 15 fbg. The annular space surrounding each well screen was backfilled with clean sand to 1 to 2 feet above the top of the screen. A 1-foot bentonite seal was placed above the sand pack. The depths to groundwater measured in the wells on the date of installation ranged from 5.5 to 7 fbg.

1.5 August 2022 Groundwater Sampling

On August 10, 2022, groundwater samples were collected from newly installed groundwater monitoring wells AP-102, AP-104, and AP-106. Prior to sample collection, the wells were gauged utilizing an interface probe capable of detecting NAPL to an accuracy of 0.01 foot. NAPL was not detected in any of the monitoring wells during gauging activities and depth to water was measured at depths between 5.7 and 6.6 fbg.

Groundwater samples were collected in general conformance with *EPA Region I Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples for Monitoring Wells (EPA, 2017)* and placed in laboratory-preserved containers for analysis for VOCs, SVOCs, EPH, and MCP 14 metals. The samples were placed on ice and transported to ESS for analysis.

1.6 September 2022 Soil Investigation and Monitoring Well Installation

On September 7 & 8, 2022, Apex oversaw the advancement of eleven soil borings (AP-107 through AP-117) by TDS using the direct-push drilling method. The soil borings were advanced to a depth of 15 fbg, with the exception of AP-111, AP-112, AP-115, where refusal was encountered at depths ranging from 12 to 13.5 fbg. The boring locations are depicted on **Figure 3**.

During soil boring advancement, soil samples were collected from varying intervals and were observed for evidence of contamination (odor, staining); and, screened for TOV using a PID. Odors and/or staining were not noted and the majority of the PID readings were less than 1 ppmv, with the exception of samples collected from the 5 – 10 and 10 – 15 fbg interval in boring AP-113. These readings were 21.5 and 7.2 ppmv, respectively.

Soil samples were collected from various depth intervals and were submitted to ESS for analysis for VOCs, SVOCs, EPH with targets and ranges, and/or MCP 14 metals.

Monitoring wells were installed in all of the borings except AP-117. The monitoring wells were constructed of 2-inch, inside-diameter poly-vinyl chloride (PVC) casing and screen; the screens were set from 5 to 15 fbg, except where refusal was encountered at a shallower depth (AP-111, AP-112 and AP-115). The annular space surrounding each well screen was backfilled with clean sand to 1 to 2 feet above the top of the screen. A 1-foot bentonite seal was placed above the sand pack. The depths to groundwater measured in the monitoring wells on the date of installation ranged from 7 to 8.5 fbg.

Upon completion of drilling, soil boring AP-117 was backfilled with drill cuttings and sand.

1.7 September 2022 Groundwater Sampling

On September 20, 2022, groundwater samples were collected from newly installed groundwater monitoring wells AP-107 through AP-116. Prior to sample collection, the wells were gauged utilizing an interface probe capable of detecting NAPL to an accuracy of 0.01 foot. NAPL was not detected in any of the monitoring wells during gauging activities and depth to water was measured at depths between 9 and 12.2 and 6.6 fbg.

Groundwater samples were collected in general conformance with *EPA Region I Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples for Monitoring Wells (EPA, 2017)* and placed in laboratory-preserved containers for analysis for VOCs, SVOCs, EPH, and MCP 14 metals. The samples were placed on ice and transported to ESS for analysis.

2.0 NATURE AND EXTENT OF CONTAMINATION

2.1 Soil Analytical Results

The laboratory analytical results from the August 2021 soil investigation indicated that EPH ranges were detected at concentrations in exceedance of the applicable MassDEP Reportable Concentrations (RCs) in the sample collected from 0-1 fbg at boring CEC-05. In addition, lead was detected at concentrations in exceedance of the applicable RC in samples collected from 1 -3 fbg from borings CEC-02, CEC-03 and CEC-07. These soil sample results indicated a reportable condition pursuant to 310 CMR 40.0315(1), particularly related to the concentrations of lead and EPH greater than their applicable RCs. As previously mentioned, Eversource reported the condition to MassDEP as a 120-day Reportable Condition as the PRP.

The analytical results for the soil samples collected by Apex during the June 2022 test pit excavation and the July 2022 drilling efforts are summarized on **Table 1**. Analytical results from the borings that were advanced in September 2022 were not available at the time of this report preparation.

Although, there were some detections of metals (including lead), PCB Aroclors, EPH constituents, and SVOCs (specifically, polynuclear aromatic hydrocarbons, PAHs) in the soil samples collected during the June 2022 test pit investigation, none of the concentrations detected exceeded the applicable MCP Method 1 S-1 or S-2 Soil Standards. VOCs were not detected in the soil samples.

Concentrations of certain metals, VOCs and SVOCs exceeded the applicable Method 1 S-2/GW-2 standards in some of the soil samples collected from the borings drilled in July 2022, which are summarized below:

- AP-101(0-3'): arsenic
- AP-101(10-15'): benzo(a)pyrene

- AP-102(5-7'): arsenic
- AP-102(15'): arsenic, C₁₁-C₂₂ aromatics, naphthalene, 1,1-biphenyl, 2-methylnaphthalene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(a)pyrene, chrysene, Indo(1,2,3-cd)pyrene dibenzo(a,h)anthracene
- AP-104(0-5'): arsenic, lead
- AP-106(0-5'): lead
- AP-106(5-10'): lead
- AP-106(15'): naphthalene

The concentrations of certain metals, VOCs and SVOCs exceeded the applicable Method 1 S-2/GW-2 standards in some of the soil samples collected from the borings drilled in September 2022, which are summarized below:

- AP-113 (5-10'): lead
- AP-114 (5-10'): lead; benzo(a)anthracene, benzo(a)pyrene; dibenzo(a)anthracene
- AP-115 (0-3'): benzo(a)pyrene
- AP-116 (0-3'): lead, benzo(a)pyrene, PCBs
- Tank 3 Berm: PCBs

2.2 Groundwater Analytical Results

VOCs, EPH and VPH were not detected in the groundwater samples collected from wells OW-1, OW-2 and OW-3 in June 2022. Dissolved zinc (OW-1 and OW-2) and dissolved barium (OW-3) were detected at concentrations marginally greater than the laboratory reporting limits (RLs) and are considered background-level concentrations for these naturally occurring metals.

EPH, SVOCs and PCBs were not detected in the groundwater samples collected from the wells AP-102, AP-104 and AP-106 in August 2022. Naphthalene was detected at concentrations well below the MCP GW-2 standard from samples collected from AP-102 and AP-106 when analyzed in the EPA 8260 (VOC) method, but not the 8270 (SVOC) method. Dissolved metals were reported at concentrations in the samples collected from AP-104 and AP-106 that do not appear to be background-level concentrations. Specifically, barium at a concentration of 219 ug/L from the sample collected from AP-104, and lead at a concentration of 83.7 ug/L from the sample collected from AP-106. The applicable groundwater standard for the Disposal Site is GW-2 therefore there are no established MCP standards for these metals, however it is apparent that metals from the subsurface are dissolving in the groundwater.

Arsenic, barium, lead and zinc were detected in the groundwater samples collected in September 2022, at concentrations well below any applicable standard. No other analytes were detected.

3.0 CONCEPTUAL PHASE II SCOPE OF WORK

Based on the soil and groundwater analytical results, Apex will continue to monitor groundwater quality to determine seasonal fluctuations in groundwater conditions. Apex, will also advance additional soil borings/monitoring wells to more accurately determine the extent of contamination at the Disposal Site.

Based on the results of additional sampling and monitoring, Apex will conduct a characterization of risk to determine exposure point concentrations in soil and groundwater. The results of the risk assessment will help determine future response actions at the Site in pursuit of a Permanent Solution.

The next round of soil boring advancement/monitoring well installation, and groundwater sampling is scheduled for late January and early February of 2023.

Existing soil boring and monitoring well locations, along with proposed locations, are included on the attached figure.

Exhibit C

Exhibit D

