



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001508210

1. The exact name of the limited liability company is: SERVISTAR REALTIES LLC

2a. Location of its principal office:

No. and Street: ONE BOSTON PLACE, SUITE 2600
City or Town: BOSTON State: MA Zip: 02108 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: ONE BOSTON PLACE, SUITE 2600
City or Town: BOSTON State: MA Zip: 02108 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

REAL ESTATE DEVELOPMENT AND MANAGEMENT

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.
No. and Street: 82 WENDELL AVE. SUITE 100
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, REGISTERED AGENTS INC. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ERIK J. BARTONE	ONE BOSTON PLACE, SUITE 2600 BOSTON, MA 02108 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 18 Day of May, 2021,

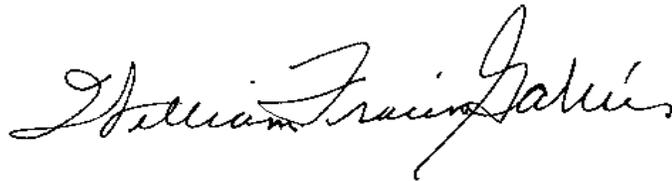
LAURA HAYES

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

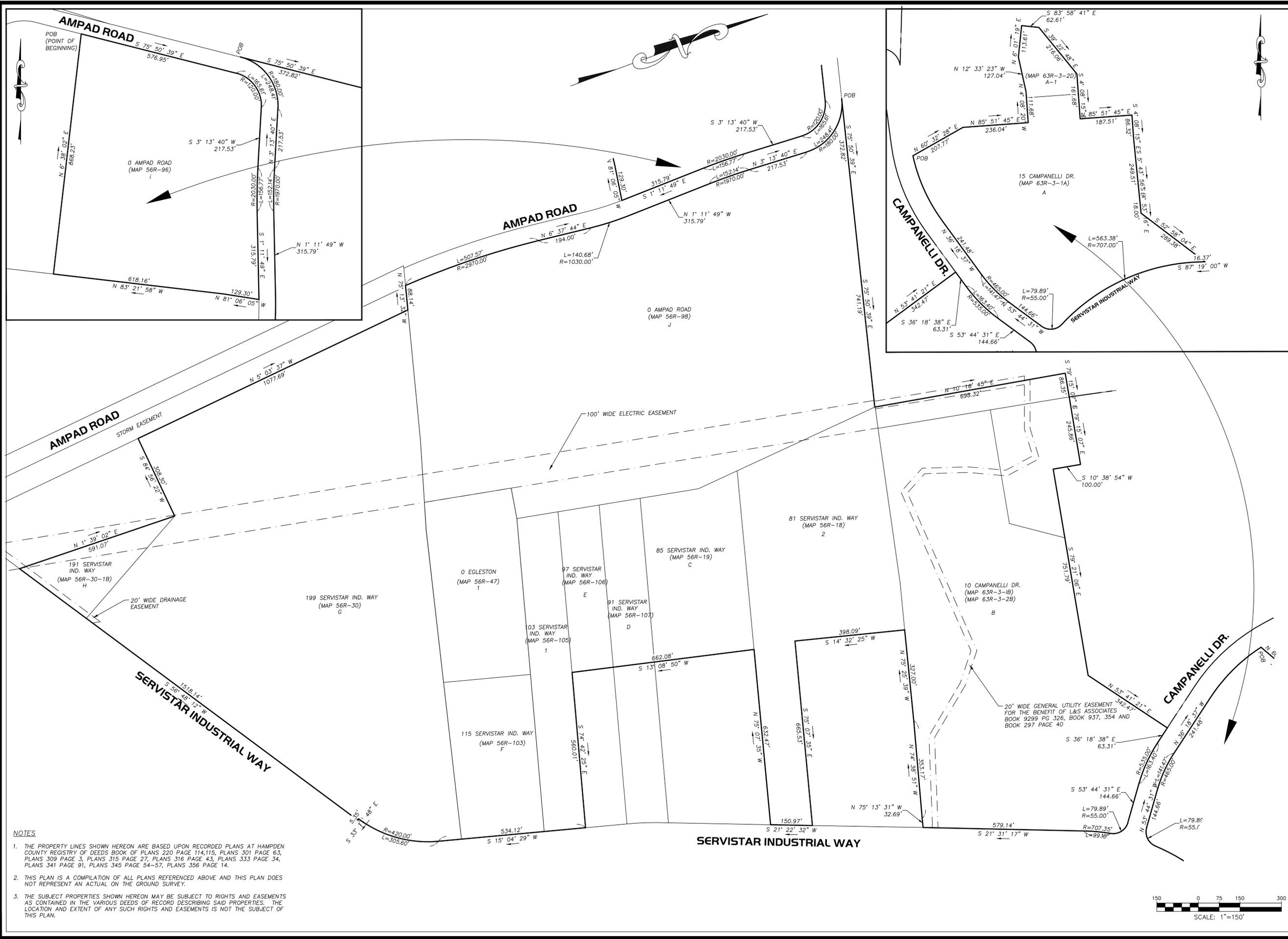
May 18, 2021 01:41 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

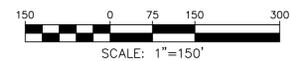
Secretary of the Commonwealth

S:\Projects\2020\201208 - Corey - 199 Servistar Industrial Way, Westfield\Civil 3D\201208 - Boundary for Metes and Bounds Description.dwg



NOTES

1. THE PROPERTY LINES SHOWN HEREON ARE BASED UPON RECORDED PLANS AT HAMPDEN COUNTY REGISTRY OF DEEDS BOOK OF PLANS 220 PAGE 114,115, PLANS 301 PAGE 63, PLANS 309 PAGE 3, PLANS 315 PAGE 27, PLANS 316 PAGE 43, PLANS 333 PAGE 34, PLANS 341 PAGE 91, PLANS 345 PAGE 54-57, PLANS 356 PAGE 14.
2. THIS PLAN IS A COMPILATION OF ALL PLANS REFERENCED ABOVE AND THIS PLAN DOES NOT REPRESENT AN ACTUAL ON THE GROUND SURVEY.
3. THE SUBJECT PROPERTIES SHOWN HEREON MAY BE SUBJECT TO RIGHTS AND EASEMENTS AS CONTAINED IN THE VARIOUS DEEDS OF RECORD DESCRIBING SAID PROPERTIES. THE LOCATION AND EXTENT OF ANY SUCH RIGHTS AND EASEMENTS IS NOT THE SUBJECT OF THIS PLAN.



RLA
R LEVESQUE ASSOCIATES INC
 Landscape Architects
 Civil Engineers - Land Surveyors
 Environmental Consultants
 ph: 413.568.0985 fax: 413.568.0986
 40 School Street
 Westfield, MA 01085
 rland.com

Servistar Project Land Parcels and Boundaries
Servistar Industrial Way Westfield, MA.



PREPARED FOR:
 Servistar, LLC
 30 Sebethe Dr. #1015
 Cromwell, Ct. 06416

ISSUANCE DATE:	DATE:

DRAFTED BY: t.o.
 UNAUTHORIZED ALTERATION OF THIS DOCUMENT IS A VIOLATION OF MASSACHUSETTS STATE LAW
 SCALE: AS NOTED
 RLA PROJ. NUMBER: 201208

DRAWING#	REV.
PL-1	-



WESTFIELD DATA CENTER CAMPUS

199 SERVISTAR INDUSTRIAL WAY
WESTFIELD, MASSACHUSETTS

PREPARED BY:

SERVISTAR LLC
30 SEBETHE DRIVE
CROMWELL, CONNECTICUT 06416



30 Sebethe Drive
Cromwell, CT 06416
860.828.8700

Prepared: 06/28/2021
Revised: EJB
Checked by:

SERVISTAR – Data Center Campus

Westfield, Massachusetts

Site Plan Drawings

WESTFIELD CAMPUS PROPERTY DELINEATION AND ADJACENT PROPERTY OWNERS

C&S Wholesale Grocers
Distribution Facility
50 Summit Lock Road
Westfield MA

Preferred Freezer Services
Distribution Facility
45 Campanelli Drive
Westfield MA

Home Depot Regional
Distribution Facility
50 Campanelli Drive
Westfield MA

A Duie Pyle Regional Trucking
Facility
211 Servistar Industrial Way
Westfield MA

 Servistar Data Center
Campus Property
Delineation.

 Eversource High-Voltage
Transmission Line Right-
of-Way

 Westfield Gas & Electric
High-Voltage
Transmission Line Right-
of-Way

Lowe's Home Improvement
Regional Distribution Center
180 Servistar Industrial Way
Westfield MA

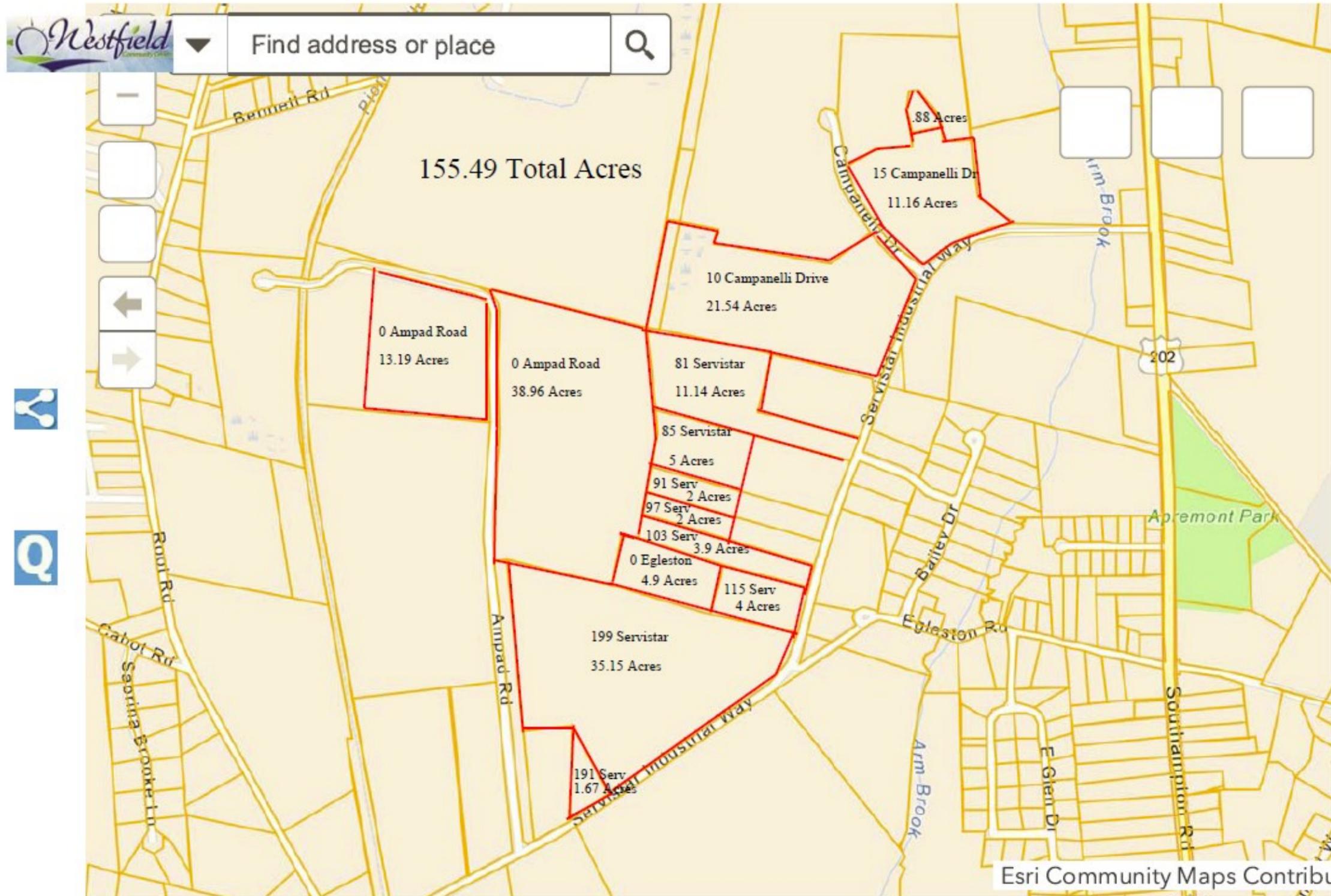


Westfield-Barnes
Municipal Airport

WESTFIELD DATA CENTER PARCEL DELINEATIONS

4/25/2021

<https://westfieldma.maps.arcgis.com/apps/webappviewer/index.html?id=80699edcf56a4893ba68b59126aa99bb>



Servistar Data Center
Campus Property
Delineation.
Comprises (15) parcels
totalling 155.49 acres.



WESTFIELD DATA CENTER CAMPUS

199 SERVISTAR INDUSTRIAL WAY
WESTFIELD, MASSACHUSETTS

PREPARED BY:

SERVISTAR LLC
30 SEBETHE DRIVE
CROMWELL, CONNECTICUT 06416



One Boston Place
Suite 2600
Boston, MA 02108

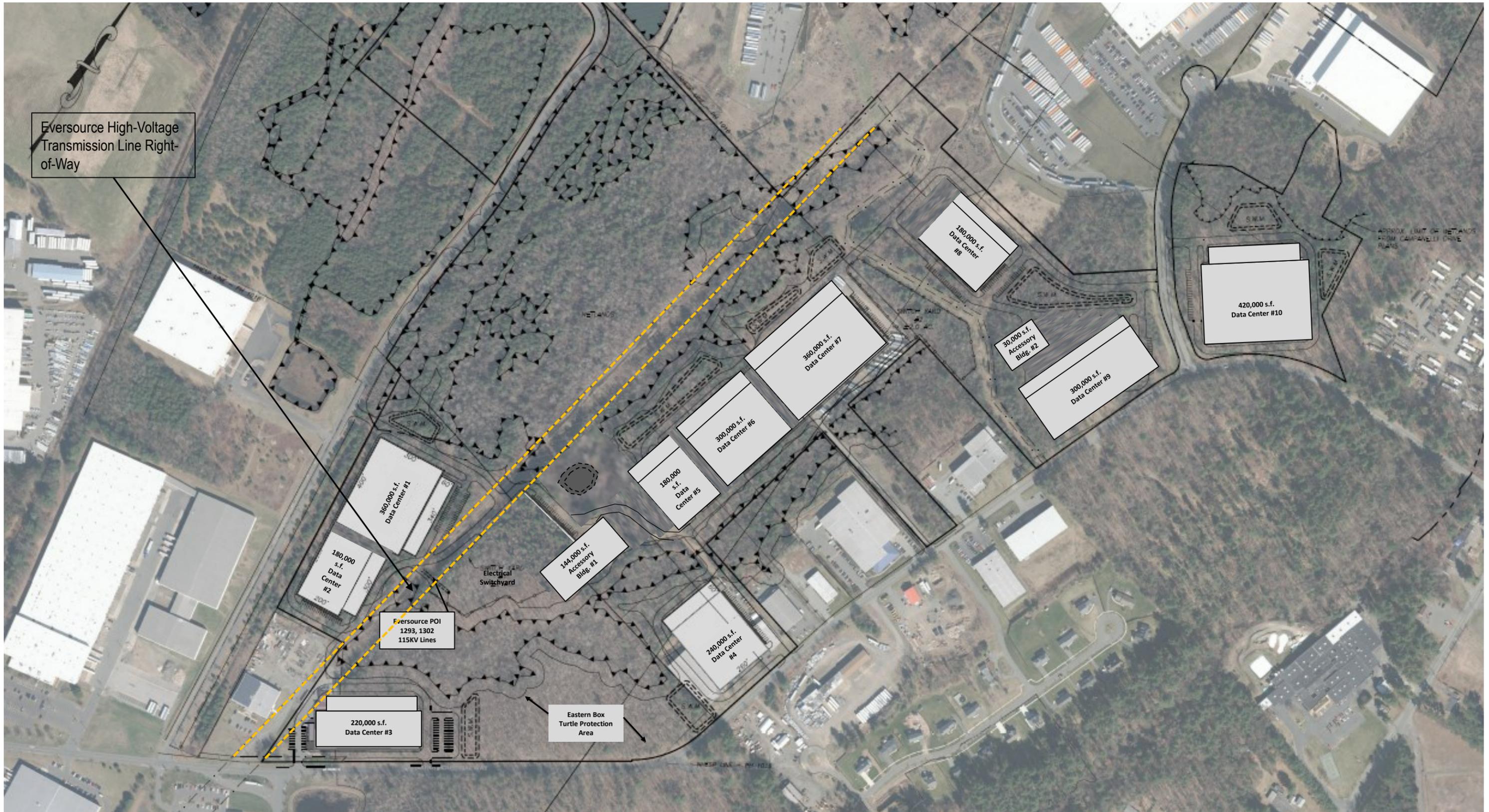
Prepared: 07/29/2021
Revised: EJB
Checked by:

SERVISTAR – Data Center Campus

Westfield, Massachusetts

Site & Parking Plan

WESTFIELD DATA CENTER CAMPUS BUILDING PLAN



WESTFIELD DATA CENTER BUILDING & PARKING LAYOUT

Parking Requirements:

- 1. Classification: WAREHOUSE
- 2. 1 Parking Space per 3,000FT²



WESTFIELD DATA CENTER BUILDING & PARKING LAYOUT

- Parking Requirements:
- 1. Classification: WAREHOUSE
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WESTFIELD DATA CENTER BUILDING & PARKING LAYOUT

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2. 1 Parking Space per 3,000FT²



WESTFIELD DATA CENTER BUILDING & PARKING LAYOUT

Parking Requirements:

1. Classification: WAREHOUSE
2. 1 Parking Space per 3,000FT²



EXHIBIT C
Project Area Current Owners

Parcel No.	Parcel Mblu#	Address/Location	Parcel	Acreage	Current Owners
#1, #2, #3	56R-96,97,98	0 Ampad Rd	All, Portion	52.15	Pioneer Valley Railroad, Inc.
#4	56R-30	0 Egleston Rd (199 Servistar Ind Wy)	All	35.15	Arthur L. Clark Family Realty Trust
#5	56R-18	81 Servistar Ind Wy	All	11.14	Louis J. Scarfo
#6, #7	56R-47, 105	0 Egleston Rd (103 Servistar Ind Wy)	All	8.80	County RE, LLC
#8, #9, #10	63R-3-1A,1B	10 + 15 Campanelli Dr	All	33.58	Campanelli Westfield II LLC
#11	56R-19	85 Servistar Ind Wy	Rear Portion	5.00	A&C Associates Limited Partnership L.L.P.
#12	56R-107	91 Servistar Ind Wy	Rear Portion	2.00	Macabee, LLC
#13	56R-106	97 Servistar Ind Wy	Rear Portion	2.00	Whitetail Realty LLP
#14	56R-103	115 Servistar Ind Wy	All	4.00	O'Leary-Vincunas LLC
#15	56R-30-1B	191 Servistar Ind Wy	All	1.67	191 Servistar Realty, LLC
<u>Project Area</u>				<u>155.49</u>	

Exhibit D
Metes and Bounds

Description of

B- 10 Campanelli Drive

2- 81 Servistar Industrial Way

C- 85 Servistar Industrail Way

D- 91 Servistar Industrial Way

E- 97 Servistar Industrial Way

1-103 Servistar Industrial Way and O Egleston Road

F- 115 Servistar Industrial Way

G- 199 Servistar Industrial Way

H- 191 Servistar industrial Way

J- O Ampad Road

Beginning on the easterly sideline of Ampad Road at the Northwesterly corner herein described

Thence running South 75°50'39" East, 372.82 feet to a point;

Thence running South 75°50'39" East, 741.19 feet to a point;

Thence running North 10°16'45" East, 698.32 feet to a point;

Thence running South 79°15'07" East, 86.35 feet to a point;

Thence running South 79°15'07" East, 245.86 feet to a point;

Thence running South 10°38'54" West, 100.00 feet to a point;

Thence running South 79°21'06" East, 751.79 feet to a point;

Thence running North 53°41'21" East, 342.47 feet to a point at the southwesterly side line of Campanelli Drive.

Thence running South 36°18'38" East, 63.31 feet to a point;

Thence running along a curve to the left having a radius of 535.00 feet and a length of 163.40 feet.

Thence running South 53°44'31" East, 144.66 feet to a point;

Thence running along a curve to the right having a radius of 55.00 feet and a length of 79.89 feet.

The last 4 courses running along the southwesterly sideline of Campanelli Drive.

Thence running along a curve to the left having a radius of 707.35 and a length of 99.10 feet.

Thence running South 21°31'17" West, 579.14 feet to a point. The last 2 courses running along the westerly sideline of Servistar Industrial Way.

Thence running North 75°13'31" West, 32.69 feet to a point;

Thence running North 74°38'51" West, 353.17 feet to a point;

Thence running North 75°25'39" West, 327.00 feet to a point;

Thence running South 14°32'25" West, 398.09 feet to a point;

Thence running South 75°07'35" East, 665.53 feet to a point;

Thence running along westerly sideline of Servistar Industrial Way, South 21°22'32" West, 150.97 feet to a point;

Thence running North 75°07'35" West, 632.47 feet to a point;

Thence running South 13°08'50" West, 662.08 feet to a point;

Thence running South 74°42'25" East, 560.01 feet to a point; on the Westerly sideline of Servistar Industrial Way.

Thence running South 15°04'29" West, 534.12 feet to a point;

Thence running along a curve to the right having a radius of 420.00 feet and a length of 305.60 feet to a point;

Thence running South 33°11'48" East, 5.35 feet to a point on the northerly sideline of Servistar Industrial Way., the last 3 courses running along the northerly sideline of Servistar Industrial Way.

Thence running along northerly sideline of Servistar Industrial Way South 56°48'12" West, 1,518.14 feet to a point;

Thence running North 1°39'02" East, 591.07 feet to a point;

Thence running South 84°56'22" West, 308.30 feet to a point; on the easterly sideline of Ampad road

Thence running North 5°03'37" West, 1,077.69 feet to a point;

Thence running North 75°13'32" West, 88.14 feet to a point;

Thence running along a curve to the right having a radius of 2970.00 feet and a length of 507.57 feet;

Thence running North 6°37'44" East, 194.00 feet to a point;

Thence running along a curve to left having a radius of 1030.00 feet and a length of 140.68 feet to a point;

Thence running North 1°11'49" West, 315.79 feet to a point;

Thence running along a curve to the right having a radius of 1970.00 feet and a length of 152.14 feet to a point;

Thence running North 3°13'40" East, 217.53 feet to a point;

Thence running along a curve to the left having a radius of 180.00 and a length of 248.41 feet to the point and place of beginning. The last 9 courses running along the easterly side line of Ampad Road

Containing 131.23 Acres more or less

Description A and A-1

15 Campanelli Drive

Beginning on the Easterly sideline of Campanelli Drive at the Northwest corner herein described

Thence running; North 60°32'28" East, 207.77 feet to a point;

Thence running; North 85°51'45" East, 236.04 feet to a point;

Thence running; North 4°08'20" West, 111.68 feet to a point;

Thence running; North 12°33'23" West, 127.04 feet to a point;

Thence running; North 6°01'19" East, 113.61 feet to a point;

Thence running; South 83°58'41" East, 62.61 feet to a point;

Thence running; South 39°22'48" East, 216.06 feet to a point;

Thence running; South 4°08'15" East, 161.68 feet to a point;

Thence running; North 85°51'45" East, 187.51 feet to a point;

Thence running; South 4°08'15" East, 86.32 feet to a point;

Thence running; South 5°43'55" East, 249.51 feet to a point;

Thence running; South 4°53'16" East, 18.00 feet to a point;

Thence running; South 52°58'04" East, 289.38 feet to a point;

Thence running; South 87°19'00" West, 16.37 feet to a point;

Thence running along a curve to the left having a radius of 707.00 feet, and length of 563.38 feet; Last two courses running along Northerly side of Servistar Industrial Way.

Thence running along a curve to right having a radius 55.00 feet and a length of 79.89 feet to a point;

Thence running; North 53°44'31" West, 144.66 feet to a point;

Thence running along a curve to the right having a radius of 465.00 and a length of 141.47 feet to a point;

Thence running; North 36°18'37" West, 241.48 feet to a point;

Thence running along a curve to the right having a radius of 615.00 and a length of 256.65 feet. The last five course running along the easterly sideline of Campanelli Drive; to the point and the place of beginning.

Containing 12.04 Acres, more or less.

Description i

0 Ampad Road

Beginning at southerly sideline of Ampad Road at the Northwest corner of parcel herein described

Thence running along the southerly sideline of Ampad Road South $75^{\circ}50'39''$ East, 576.95 feet to a point;

Thence running along a curve to the right having a radius of 120.00 feet and a length of 165.61 feet to a point.

Thence running South $3^{\circ}13'40''$ West, 217.53 feet to a point;

Thence running along a curve to the left having a radius of 2030.00 feet and a length of 156.77 feet to a point.

Thence running South $1^{\circ}11'49''$ East, 315.79 feet to a point. The last five courses running along southerly and westerly sideline of Ampad Road.

Thence running North $81^{\circ}06'05''$ West, 129.30 feet to a point.

Thence running North $83^{\circ}21'58''$ West, 618.16 feet to a point.

Thence running North $6^{\circ}38'02''$ East, 868.23 feet to the point and place of beginning.

Containing 13.19 Acres more or less

WESTFIELD DATA CENTER SITE PLAN LAYOUT

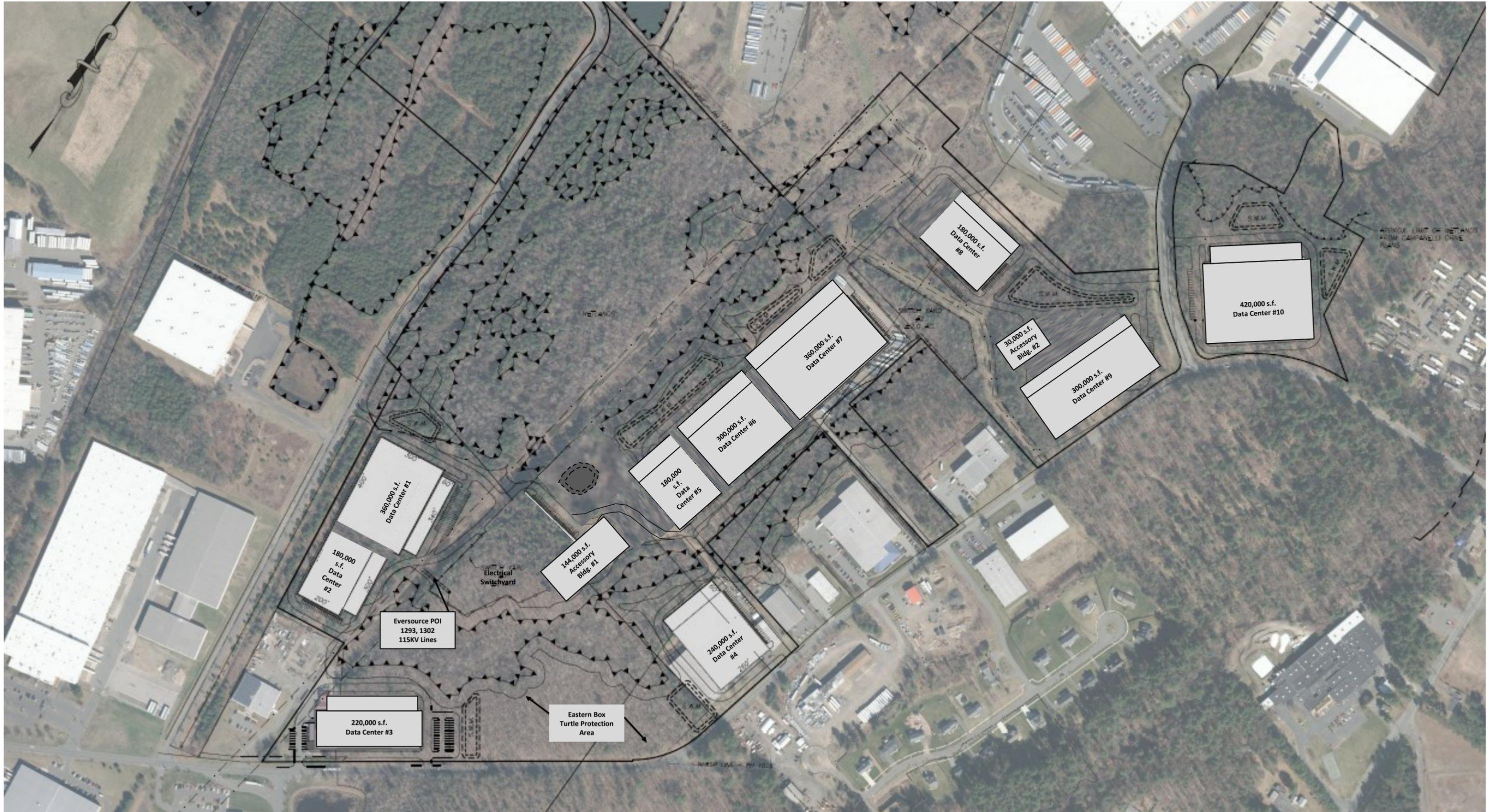


EXHIBIT F

Photographs of Blighted Project Area



Photo 1: Transmission Lines Through Site

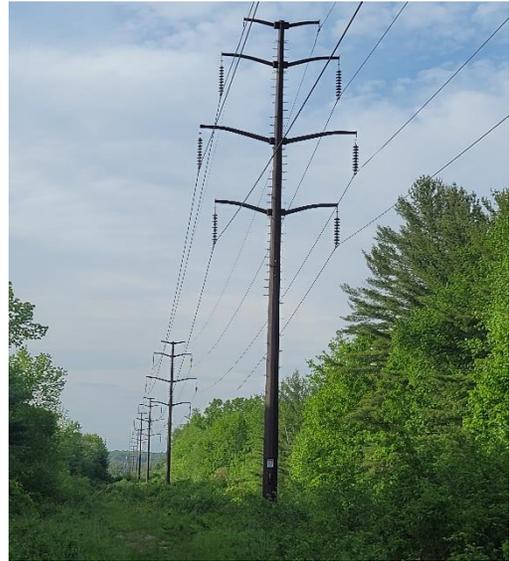


Photo 2: Transmission Lines Through Site



Photo 3: Wetlands on 100' Wide Powerline Easement



Photo 4: Wetlands along 100' Wide Easement



Photo 5: Tire in City Drainage Area Adjacent to Site



Photo 6: Garbage on Site



Photo 7: Entrance Transmission Easement onto Site



Photo 8: Flooded Ditched Intermittent Stream



Photo 9: Garbage on Site



Photo 10: Tires on Road Next to Site



Photo 11: Oil Gallons Discarded on Road Next to Site



Photo 12: Garbage on Roadside Next to Site



Photo 13: Cement and Garbage on Road Next to Site



Photo 14: Junk Stored Across Street from Site



Photo 15: Road Damage Next to Site



Photo 16: Road Damage Next to Site



Photo 17: Road Damage Next to Site



Photo 18: Road Damage Next to Site

AGREEMENT BETWEEN THE CITY OF WESTFIELD AND SERVISTAR REALTIES LLC
PURSUANT TO M.G.L. C. 121A, SECTION 6A OF THE MASSACHUSETTS

GENERAL LAWS

This Agreement (the **"Agreement"**) is made as of this _____ day of _____, 2021, by and between SERVISTAR REALTIES LLC, a Massachusetts limited liability company organized pursuant to General Laws Chapter 156C (the **"Company"**) and subject to Massachusetts General Laws Chapter 121A (**"M.G.L. c. 121A"**) and the CITY OF WESTFIELD, a municipal corporation of the Commonwealth of Massachusetts (the **"City"**) acting pursuant to M.G.L. c. 121A, Section 6A and 10 and every other power and authority. The Company and the City are referred to herein collectively as the **"Parties"**.

WITNESSETH THAT:

WHEREAS, an application dated May 20, 2021 as amended on July 29, 2021 (the **"Application"**) was filed by the Company with the Department of Housing and Community Development (the **"Department"**) under the provisions of M.G.L. c. 121A for approval of the Westfield Data Center Campus (the **"Project"**), located at 199 Servistar Industrial Way, Westfield MA 01085 and the surrounding properties (the **"Project Site"**) detailed in Exhibit "A", and development of the Project which would include redevelopment and revitalization of the Project Site and adjacent areas;

WHEREAS, the Company will acquire a fee interest in the Project Site and will enter into a ground lease of the Project Site (the **"Lease"**) with Servistar DC LLC or its authorized transferee or assignee (the **"Lessee"**);

WHEREAS, pursuant to the Lease, Lessee will develop and construct the Project, which is to consist of ten (10) data center buildings, two (2) accessory buildings and related equipment and improvements on the Project Site and thereafter operate the Project. Lessee will make rental payments to, and reimburse the Company for, all payments made by the Company to the City under this Agreement;

WHEREAS, pursuant to the Lease, It is contemplated that Lessee may, in turn, enter into various third party tenant leases (**"Lessee Tenants"**) for data center space at the Project. Any party under an operating, space, master or ground lease, management agreement or other similar agreement will not be subject to the provisions of M.G.L. c. 121A or require the approval of the Department. Lessees, sublessees, occupants and users of the Project or portions thereof, may pay rents, expenses and other payments related to the use and occupancy of the Project, or portions thereof, directly to Lessee, which payments would not be included in the gross revenue or income of the Company;

WHEREAS, the Project Site is located on approximately 155 acres of land within an Industrial zoning district in the City surrounded by industrial warehouse distribution centers and commercial buildings, and consists of vacant land, several existing commercial buildings, wetlands and habitat for the Eastern Box Turtle;

WHEREAS, the ten data center buildings are expected to consist of between 18 to 42 megawatts of critical IT electric load and will be three-stories in height. Data center buildings are expected to range

between approximately 180,000 to 420,000 square-feet totaling more than 2.7 million square feet of data center space;

WHEREAS, the Project will be implemented in phases as described in the Application;

WHEREAS, the following positive impacts of the Project are more than sufficient to warrant its approval under M.G.L. c. 121A:

- i. The Project is expected to contribute significantly to meeting the critical needs of the community for employment, neighborhood services and economic development.
- ii. It is estimated that a total of approximately 1,800 construction jobs will be generated by the Project.
- iii. It is estimated that over 400 newly created permanent jobs will be generated by the Project at full buildout.
- iv. It is estimated that the Project will support over 1,200 indirect jobs in the local community that will be available to residents of the City and the surrounding communities.
- v. The Project is expected to contribute to the economic development efforts of the City and help support economic development and growth including the development of the Westfield Turnpike Industrial Park.
- vi. Westfield Gas and Electric (“WG&E”) is expected to benefit from a new substantial source of revenue by providing wholesale electricity services, natural gas supply and fiber/telecommunication services to the Project.
- vii. The Project will provide substantial new revenues to the City from what presently is predominantly deteriorated, fragmented, land-locked and vacant land parcels.

WHEREAS, the Project includes the demolition of existing select buildings, site utility improvements, and construction of new high-efficiency data center buildings. The Data Center construction schedule is expected to be built out over a twelve to eighteen year period and consist of buildings and site improvements. It is agreed by the parties that the order of construction on the buildings and site improvements can deviate from the order in which they are presented in this agreement. The parties also agree that the approximate square footage of the buildings may vary from the actual installed square footage of the buildings.

- i. Data Center Building 1 (closest to Ampad Road on the westerly side of the site) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-

efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- ii. Data Center Building 2 (adjacent to Building 1 to the south on the westerly side of the site next to Ampad Road) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- iii. Data Center Building 3 (closest to the intersection of Ampad Road and Servistar Industrial Way) is expected to be a three-story building with approximately 73,400 square feet per floor for a total of approximately 220,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- iv. Data Center Building 4 (adjacent to Building 3 to the northeast on Servistar Industrial Way) is expected to be a three-story building with approximately 80,000 square feet per floor for a total of approximately 240,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- v. Data Center Building 5 (northwest of Building 4 in the center of the property) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible

power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- vi. Data Center Building 6 (adjacent to Building 5 to the north in the center of the property) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- vii. Data Center Building 7 (adjacent to Building 6 to the north in the center of the property) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- viii. Data Center Building 8 (adjacent to Building 7 to the north on Campanelli Drive) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- ix. Data Center Building 9 (adjacent to Building 8 to the east on Campanelli Drive) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- x. Data Center Building 10 (northeast of Building 9 across the street on Campanelli Drive) is expected to be a three-story building with approximately 140,000 square feet per floor for a total of approximately 420,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- xi. Accessory Building 1 (in the center of the site between Building 1 and Building 5) is expected to be a two-story building with approximately 144,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels, natural gas emergency generation resources, battery storage and load balancing system components.
- xii. Accessory Building 2 (adjacent to Building 9) is expected to be a two-story building with approximately 30,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels for substation electrical equipment and utilities.
- xiii. Additional Project Site improvements include the construction of an electrical substation and interconnection with the high-voltage electric transmission grid, the installation of natural gas utilities, telecommunications and fiber, water and sewer service infrastructure, stormwater drainage systems, emergency generators, battery storage units, on-site solar photovoltaic systems and integrated carports, asphalt paved driveways, landscape walkways, landscaping and perimeter fencing.

WHEREAS, the Company has represented that as part of the Project the Company will pursue the construction of approximately 2.74 million square feet of critical data center space, upon receipt of all federal, state and local approvals and an electrical transmission interconnection agreement with Eversource Energy (“**Eversource**”) and ISO- New England (“**ISO-NE**”), and this representation has been a material factor in the City’s decision to enter into this Agreement;

WHEREAS, the City’s Planning Board (the “**Planning Board**”) approved the Application by a vote on September ____, 2021, adopting a report and decision (the “**Planning Board Decision**”);

WHEREAS, the City’s City Council (the “**City Council**”) approved the Application by a vote on October __, 2021, adopting the Planning Board Decision;

WHEREAS, the Mayor approved the City Council Decision on October ____, 2021 and issued a certificate evidencing approval of the Project;

WHEREAS, the Department approved the Project on November ____, 2021 (the “**Approval Date**”);

WHEREAS, pursuant to Section 18C of M.G.L. c. 121A, the Company has executed a regulatory agreement of even date with the Department; and

WHEREAS, the Company and the City desire to enter into this Agreement pursuant to Sections 6A and 10 of M.G.L. c. 121A for payments in lieu of taxes with respect to the Project (including all of the personal property contained therein) and the Project Site.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Operation of the Project:** The Company (as defined in the Application) shall carry out the Project in accordance with, and subject to, the provisions of M.G.L. c. 121A, the regulations promulgated thereunder, 760 CMR 25.00, and the provisions of the Planning Board Decision and this Agreement.
2. **Term:** Notwithstanding the Approval Date, the Company’s obligations to make payments pursuant to Paragraphs 3 and 4 below shall become effective when the Company begins commercial operations, as evidenced by receipt of a Certificate of Occupancy, of the first data center building or at such earlier time if the Company provides written notice to the City of the effective date (the “**Effective Date**”), and shall remain in effect for a term ending forty (40) years after the Effective Date, unless sooner terminated (the “**Term**”) in accordance with this Agreement. All other provisions of this Agreement shall be effective as of the Approval Date.
3. **Excise Tax Payments:** The Company shall pay to the Department of Revenue of the Commonwealth of Massachusetts or any successor department or agency (“**DOR**”), with respect to each calendar year, or any portion thereof, during the Term, the excise tax required under M.G.L. c. 121A, Section 10, as amended from time to time. An illustrative schedule of the agreed upon estimated excise tax payments is attached hereto and incorporated herewith as Exhibit B-3 (the “**Payment Schedule**”) and referred to therein as “**Annual 121A Section 10 Payments**” (the “**Excise Tax Payments**”). The Excise Tax Payments shall be paid on March 15th of each year during the Term for the prior calendar year, commencing on March 15th of the calendar year following the Effective Date. The computation of gross income in Section 10 of M.G.L. c. 121A shall be based upon the gross income of the Company rather than the gross income of the Project.
4. **6A Contract Payments:** The Company hereby agrees to make annual payments (collectively, the “**6A Contract Payments**”) to the City in lieu of any and all ad valorem real estate and personal property taxes and assessments that would otherwise be assessed on the Project and Project Site during the Term including, but not limited to, the data center buildings, rooftop mechanical and HVAC equipment, emergency generators, electrical equipment, and other such equipment that may be considered real property, accessory buildings, land, land improvements, site utility infrastructure improvements, and all other real property improvements and structures located on the Project Site, and all personal property of the Company, Lessee, Lessee Tenants and

Eversource located on the Project Site including, but not limited to, the electrical substation, electrical lines, electrical equipment including transformers, conductors, capacitors and conduits, emergency natural gas and diesel generators, battery storage and electrical load management equipment, solar photovoltaic systems, geothermal systems and equipment, natural gas pipes, equipment and infrastructure, water mains and water distribution and filtration equipment, water and fuel storage tanks, chillers, HVAC and plumbing equipment, uninterruptible power supplies, batteries and inverters, data center equipment, data center servers and computers, client servers and computers, office fixtures and equipment, elevator and loading dock equipment, maintenance equipment, fiber, utilities and all other personal property in connection therewith (collectively the **"Property"**) pursuant to M.G.L. c. 59 ("Chapter 59") or pursuant to any other law of the Commonwealth.

The 6A Contract Payments shall be paid on April 1st of each year during the Term for the prior calendar year, commencing on April 1st of the calendar year following the Effective Date. Irrespective of the forgoing, during the Term the Company shall timely pay when said payments are due and payable, for all purchases of water, sewer and other municipal services from the City and its municipal utility WG&E and its fiber communications network provider Whip City Fiber for which it is legally or contractually liable.

An illustrative schedule of the agreed upon estimated 6A Contract Payments is included in the Payment Schedule in Exhibit B-3 and referred to therein as **"Annual 6A Contract Payments"**. The Annual 6A Contract Payments are determined by subtracting the Annual Excise Tax Payments from the Projected Total Annual Payments in the Payment Schedule. The actual payment schedule will be based on the actual development and construction of the data center campus, the actual timing of the Certificates of Occupancy and the actual installed number and square footage of the data center buildings and accessory buildings as calculated in accordance with the formulas below in this Paragraph 4 (the **"Actual Payment Schedule"**).

The agreed upon computation of the **"Actual Total Annual Payments"** shall be the sum of the **"Annual Land Assessment Value"**, **"Annual Data Center Building Assessment Value"** and **"Annual Accessory Building Assessment Value"** multiplied by the applicable **"Mill Rate"** in each year of the Term as defined below:

- a. **Land:** The total annual payments for all of the land, including any and all improvements thereto, comprising the Project Site (the **"Annual Land Assessment Value"**) shall be equal to the **"Land Assessment Value"** multiplied by the **"Mill Rate"** in each year of the Term as defined below.

"Land Assessment Value" shall be equal to \$3,334,750 in the first year following the Effective Date and shall be increased annually by One Percent (1%) per year thereafter during the Term.

“Mill Rate” shall be equal to \$36.55 (\$ per \$1,000 Land Assessment Value) in the first year following the Effective Date and shall be increased annually by One and 15/100 Percent (1.15%) per year thereafter during the Term.

- b. **Data Center Buildings:** The total annual payments for the data center buildings that have begun commercial operations, as evidenced by the receipt of a Certificate of Occupancy for said data center building, (the **“Annual Data Center Building Assessment Value”**) shall be equal to the “Data Center Building Assessment Value” multiplied by any applicable “Phase-in Percentage” multiplied by the “Data Center Square Feet” multiplied by the “Mill Rate” as defined below:

“Data Center Building Assessment Value” shall be equal to \$60 per square foot in the first year following the Effective Date and shall be increased annually by one percent (1%) per year thereafter during the Term.

“Phase-in Percentage” shall mean the five year phase-in period for each data center building after it begins commercial operations to reflect the lease-up period for such building and shall be equal to 20% in Year 1, 40% in Year 2, 60% in Year 3, 80% in Year 4 and 100% in Year 5 and thereafter during the Term.

“Data Center Square Feet” shall mean the sum of the total installed square feet of each data center building that is operational in the applicable year.

“Mill Rate” shall be equal to \$36.55 (\$ per \$1,000 Data Center Building Assessment Value) in the first year following the Effective Date and shall be increased annually by One and 15/100 Percent (1.15%) per year thereafter during the Term.

- c. **Accessory Buildings:** The total annual property taxes for the accessory buildings that have been installed on the Project Site, that have obtained a Certificate of Occupancy, (the **“Annual Accessory Building Assessment Values”**) shall be equal to the “Accessory Building Assessment Value” multiplied by the “Accessory Building Square Feet” multiplied by the “Mill Rate” as defined below:

“Accessory Building Assessment Value” shall be equal to \$36 per square foot in the first year following the Effective Date and shall be increased annually by one percent (1%) per year thereafter during the Term.

“Accessory Building Square Feet” shall mean the sum of the total installed square feet of each accessory building on the Project Site in the applicable year.

“Mill Rate” shall be equal to \$36.55 (\$ per \$1,000 Accessory Building Assessment Value) in the first year following the Effective Date and shall be increased annually by One and 15/100 Percent (1.15%) per year thereafter during the Term.

The illustrative calculation of the Payment Schedule is contained in Exhibits B-1 to B-3. An illustrative example of the Actual Payment Schedule compared to the Projected Payment Schedule for a data center building is contained in Exhibit B-4.

5. **Payment Schedule:** The “Payment Schedule” is illustrative in that the amounts of the Excise Tax Payments and 6A Contract Payments therein and the date in which said payments are due in any given year are subject to change dependent upon the actual development and construction of the Project and the actual buildout of the data center campus including the timing, order, number, size and actual installed square footage of the data center buildings and accessory buildings, which will be driven, in part, by market conditions and other factors that may affect the buildout schedule. The **Actual Payment Schedule** will be based on the actual Certificates of Occupancy dates and the actual installed square footage of the data center buildings and accessory buildings calculated in accordance with Paragraph 4 of this Agreement. The Company and the City agree that the Payment Schedule will be updated periodically to reflect actual Certificates of Occupancy dates and actual installed square footage of the data center buildings and accessory buildings until the data center campus is fully built out. The Parties further agree that the Actual Payment Schedule will be provided to the City annually on February 1st of the prior year for the following year’s payment.

6. **Provisions Relating to All Payments under this Agreement:**
 - a. Payments are due within thirty (30) days of the payment dates in Paragraphs 3 and 4.

 - b. Late payments shall bear interest at the default rate in effect with respect to real estate tax payments in the City at the time the payment is then due.

 - c. In addition to those rights set forth in Paragraph 5, the City shall have all rights and remedies available to it under law for the collection of payments due hereunder in the event the Company breaches its duty to pay.

 - d. Payments of amounts due and payable hereunder shall be equitably prorated for any partial calendar year during the periods set forth in this Agreement.

7. **Transition Payments:** From the Approval Date to the Effective Date (the “**Transition Period**”); taxes shall continue to be assessed on the Property pursuant to the provisions of Chapter 59 and the Company shall pay same. The Parties agree that any real and personal property installed on the Project Site during the Transition Period shall be assessed using the cost approach based on the actual installed costs of such Property. The Company waives any claim for tax abatements for taxes assessed on the Property during the Transition Period. The Transition Period payments shall no longer be applicable on and after the Effective Date of the Agreement and subsequent payment obligations of the Company shall be in accordance with Paragraphs 3 and 4 for the Term of this Agreement.

8. **Gap Payments:** Upon expiration of the Term the Company shall pay or cause to be paid a gap payment to cover the time period between the expiration date of the Term and the date the Project becomes taxable pursuant to Chapter 59 (the “**Gap Payments**”). The Gap Payments shall be equal to the 6A Contract Payments that would have been made for such period, prorated, if the Project had remained subject to this Agreement. The Gap Payments shall be payable on or before March 1st of the year following the year in which the Term expires. Upon the expiration of the Term or the termination of this Agreement, the Project thereafter shall not be subject to the provisions of M.G.L. c. 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions and obligations of this Agreement; provided however; the deviations and permissions granted by the Planning Board pursuant to the Planning Board Decision shall survive such expiration.
9. **Financial Statements:** The Company shall keep its books, financial records and other compilations of financial and other data in accordance with general accepted accounting principles (GAAP), and shall retain a complete copy of such records including those provided to the City for the period of time required by law, but in no event less than seven (7) years from the date each document was created. The Company shall file with the Assessor by April 1st following the end of each calendar year during the Term the following: a report prepared by a Certified Public Accountant licensed by the Massachusetts Board of Public Accountancy, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, a statement of disposition of funds for the preceding year; and a certified copy of the Company’s Excise Tax Returns submitted to DOR.
10. **Determination of Fair Cash Value:** The undersigned Board of Assessors, pursuant to the authority conferred upon it by Section 10 of M.G.L. c. 121A, hereby determines that the Total Assessed Values in Exhibit B-3 of the Payment Schedule, beginning at \$13,918,750 in Year 1 and increasing to \$256,495,4741 in Year 40, shall be the maximum fair cash value of the Property in each calendar year of the Term and agrees that the values certified to the DOR and the Company pursuant to the second paragraph of Section 10 of M.G.L. c. 121A in each calendar year of the Term shall not exceed the maximum fair cash value of the Total Assessed Values in each calendar year of the Actual Payment Schedule as calculated in accordance with Paragraph 4 above for the Term of the Agreement. Payments based upon a percentage of the maximum fair cash value shall be equitably prorated pursuant to Paragraphs 3 and 4 of this Agreement.
11. **Conditions:** The obligations of the Company under Paragraphs 3 and 4 of this Agreement are conditional in all respects upon the issuance to the Company and/or the Lessee of all permissions, approvals, favorable reviews, permits and licenses which may be required by the City, Commonwealth and Federal authorities required to construct the Project whether or not the same were specified in the Application.
12. **Amendments to M.G.L. c. 121A:** The Parties further agree that, without mutual written consent, any amendment subsequent to the execution of this Agreement of any of the provisions of M.G.L. c. 121A now applicable to the Project shall not affect this Agreement. Any and all material and

nonmaterial changes, deviations, alterations, or additions proposed to be made to the Project or to this Agreement from and after the date of this Agreement shall be subject to the prior review and approval of the Department.

13. Default and Termination:

- a. The Company shall be in default of this Agreement if any of the following occur:
 - i. The Company fails to make any payment required under this Agreement, unless excused pursuant to the terms of this Agreement or pursuant to an agreement between the Parties regarding such payment, and such payment failure is not cured within sixty (60) days of notice from the City;
 - ii. There is a material and substantial change in Special Permit(s) issued for the Project without the prior written approval from the Parties to this Agreement;
 - iii. The Company shall be declared insolvent or adjudicated as bankrupt, or if the Company shall seek relief by the filing of a petition for an arrangement under Chapter XI, XII or any other Chapter of the Federal Bankruptcy Act, or if a receiver shall be appointed for its business or its assets, and the appointment of such receiver is not vacated within thirty (30) days after such appointment; or
 - iv. The Company shall make an assignment for the benefit of creditors.
- b. Upon the occurrence of any of the forgoing defaults, following the appropriate cure period if any, the City shall have the right, at its sole option and without prejudice to its rights under this Agreement, at law or equity, to terminate this Agreement. (“**Termination**”).
- c. As of the date of Termination of this Agreement by the City, the Parties’ rights and obligations under this Agreement shall be the same as if the Term had naturally concluded and the provisions of Paragraph 8 of this agreement shall become operative.

In addition to any other remedy under this Agreement, upon the happening of any default and subject to any applicable grace and cure period, the City may, at its option, declare immediately due and payable, all monetary payments then due and owing or which may come due and owing under this Agreement and such amount shall constitute a debt provable in bankruptcy and receivership and shall become immediately due and payable upon notice to the Company subject to the Company's rights under federal bankruptcy and state receivership laws.

In the event of default by the Company the Company shall pay the City’s reasonable fees and costs, including reasonable attorneys' fees paid or incurred by the City for enforcing the terms, provisions, covenants, conditions in this Agreement.

14. **Notices:** All notices required pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed as follows:

If to the City: Mayor
City of Westfield
59 Court Street
Westfield, MA 01085

with copies to: City Solicitor
City of Westfield
59 Court Street
Westfield, MA 01085
and
City Planner
City of Westfield
59 Court Street
Westfield, MA 01085

If to the Company: Servistar Realities LLC
One Boston Place
Suite 2600
Boston, MA 02108

If to the Lessee: Servistar DC LLC
One Boston Place
Suite 2600
Boston, MA 02108

with copies to: Fitzgerald Attorneys At Law, P.C.
46 Center Square
East Longmeadow, MA 01028

Each Party may designate a different address provided that notice of said change is first given to the other Party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the US Postal Service.

15. **Force Majeure:** The Company shall not be held in any way liable for payment delays or delays in construction which may occur due to an act of Force Majeure, which includes:

- i. Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials attributable to market-wide shortages, failure of utilities, labor shortages or explosions;
- ii. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, pandemics, quarantine, pestilence;
- iii. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;
- iv. Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure if said unknown condition would not have been discoverable by the standard due diligence for any commercial construction including but not limited to environmental Phase I and Phase II site assessment;
- v. Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation which impedes the ability of to complete the Project, unless based in whole or in part on the actions or failure to act of the Company; or
- vi. Any impacts to major modes or routes of transportation to the Project, whether private or public, which adversely and materially impact access to the Project, including but not limited to, sustained and material closure of airports or sustained and material closure of highways servicing the Project.

16. **Binding Effect:** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. In the case of the Company, no successor shall benefit from the provisions of this Agreement unless it has been approved by the Department under the provisions of M.G.L. c. 121A or otherwise under this Agreement.

17. **Limited Recourse:** The liability of the Company hereunder shall be limited solely to its interest in the Property or any portion thereof, and no member, partner, venture, trustee, beneficiary, shareholder, officer, director, employee, agent, affiliate, or the like of the Company, the Lessee, their respective successors or assigns, or any person or entity directly or indirectly holding any interest in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder or under any agreement or undertaking related hereto or required hereby. After the expiration of the Term or authorized transfer of the Property to another party, the Company shall no longer be subject to the future obligations hereunder (but shall remain liable for any outstanding and unpaid 6A Contract Payments) and shall have no further liability hereunder with respect to the Property, the City agreeing to look solely to such transferee for satisfaction of such future obligations.

18. **Governing Law:** Notwithstanding anything to the contrary, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

19. **Compliance:** The Company shall comply with this Agreement and all municipal ordinances and state laws including but not limited to zoning, building, health, and fire laws, codes, ordinances, and regulations in effect in the City or the Commonwealth and applicable thereto and shall be subject to the provisions of M.G.L. c. 121A, Section 8 and the regulations promulgated thereunder in connection therewith.
20. **Invalidity:** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
21. **Non-Discrimination:** The Company and the Developer(s) shall not discriminate in its employment practices or in its operation of the Project on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include person whose sexual orientation involves minor children as the sex objects, genetic information, pregnancy, disability, ancestry or status as a veteran.
22. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the Parties. In determining the understandings and agreements of the Parties, this Agreement shall be construed together with the **“APPLICATION FOR APPROVAL OF SERVISTAR REALTIES LLC TO UNDERTAKE A PROJECT IN WESTFIELD, MASSACHUSETTS UNDER MASS. G.L. C. 121A, DATED May 20, 2021 AS AMENDED ON JULY 29”** provided however the Application may not be altered, amended or changed without the written consent of the City.
23. **Recitals:** The recitals at the beginning of this Agreement are incorporated herein, and the Parties hereto represent they are true, accurate and correct.
24. **Assignment of Rights:** Irrespective of any provision of this Agreement, to the contrary this Agreement is binding upon the Parties, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Parties to this Agreement which may not be unreasonably withheld. The Company shall not assign, obligate or pledge any of the monies payable under this Agreement, except by and with the written consent, said consent shall not be unreasonably withheld, of all Parties to this Agreement.
25. **Payments:** Time is of the essence for the payments and/or actions required under this Agreement. The Parties acknowledge that the failure to make the payments and/or take the actions as outlined in this Agreement, unless excused or delayed due to the terms of this Agreement, is a material breach of this Agreement.
26. **Waiver or Modification:** In the event that the Company or the City determines that a modification, amendment, or waiver of the provisions of this Agreement, is necessary, the Company and the Mayor of the City agree to negotiate in good faith regarding the terms of this Agreement. No modification, amendment or waiver of any of the provisions contained in this

Agreement, or any representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any Party unless made in writing and signed by such Party to be bound or by a duly authorized officer or agent of such Party.

27. **No Joint Venture, Partnership or Agency:** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other Party. No Party shall have any power or authority to bind or commit any other. No Party shall hold itself out as having any authority or relationship in contravention of this section.
28. **Plain Meaning:** Unless specifically defined in this Agreement, all words used in this Agreement shall be given their plain and ordinary meaning.
29. **Legal Construction:** Each Party has read all portions of this Agreement and has had it explained by his/her or its attorney if the Party is represented by an attorney. The Parties agree that the terms of this Agreement shall not be interpreted in favor of or against any Party as the draftsman, but shall be interpreted solely for the purposes of fairly effectuating the express intent of the Parties as detailed in this Agreement.
30. **Headings:** In interpreting this Agreement headings shall have no meaning and shall be treated as being provided for informational purposes only.
31. **Forum Selection and Jurisdiction:** This Agreement shall be governed solely by the laws of the Commonwealth of Massachusetts without giving effect to conflicts of laws principles. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Commonwealth of Massachusetts Superior Court and the venue of Hampden County, Massachusetts to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any agreement, document or instrument executed and delivered in connection to or with this Agreement or the negotiation, breach, validity, termination or performance of this Agreement and the transactions contemplated hereby. The Parties further irrevocably waive any objection to proceeding based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waive and agree not to make a claim in any court that the action has been brought in an inconvenient forum.
32. **Authority to Execute Agreement:** Each Party executing this Agreement warrants and represents to the other Parties that he/she or it is an the duly authorized representative of the Party holding valid and legal authority to execute this Agreement and to bind themselves and the entities they represent to the terms of this Agreement.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Executed as a sealed instrument the day and year first written above.

SERVISTAR REALTIES LLC

By: Name, Member

THE CITY OF WESTFIELD,

ASSESSOR,

By: Name, Principal Assessor

By: Name, Administrative Assessor

APPROVED BY THE MAYOR OF THE CITY OF

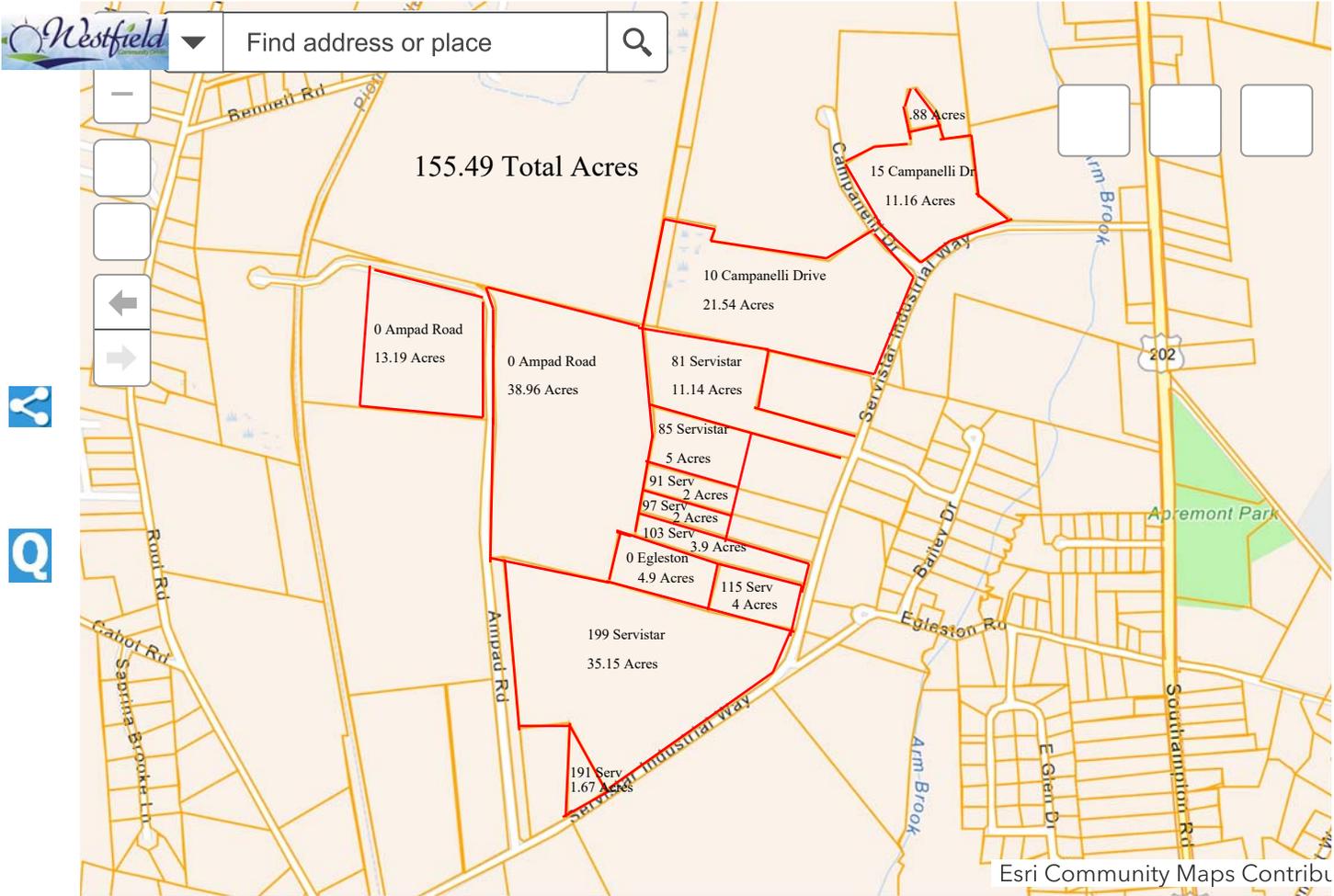
WESTFIELD,

Donald F. Humason, Jr., Mayor

APPROVED AS TO FORM BY THE CITY

SOLICITOR,

Name, City Solicitor



0.2mi
42.163995 -72.729532 Degrees

EXHIBIT B-1

**Servistar Realities LLC
Westfield Data Center Campus**

PAYMENT SCHEDULE OVERVIEW

Payment Model and Analysis

Projected Building Sizes and Schedule:

Total Campus Acreage: 155 Includes wetland areas
 Total No. of Data Center Buildings: 10
 Total Data Center Building FT²: 2,740,000 Includes Data Floor Space & Office
 Average Data Center Bldg. FT²: 274,000 FT²
 Total Critical IT Load: 274 MW
 Reliability & Redundancy: N+1 IT Electrical & Mechanical loads. 2N on Campus Electric
 Electrical Interconnection: Dedicated substation with 115KV Interconnection
 Natural Gas: Westfield Gas & Electric
 Telecommunications / Fiber Source: Local
 Total No. of Ancillary Buildings: 2
 Total Accessory Building FT²: 174,000 FT²

Projected Schedule of Occupancy:	DC Space (FT ²)	Accessory Space (FT ²)
Year 1	360,000	174,000
Year 2	180,000	-
Year 3	220,000	-
Year 4	240,000	-
Year 5	180,000	-
Year 6	300,000	-
Year 7	360,000	-
Year 8	180,000	-
Year 9	300,000	-
Year 10	-	-
Year 11	420,000	-
Year 12	-	-
	<u>2,740,000</u>	<u>174,000</u>

Projected Schedule of Occupancy (Data Center Building Size FT²):
10,000 FT²/MW

	Building No.	Building Size (MW)	Bldg. Size (FT ²)	Cumulative FT ²
Year 1	1	36	360,000	360,000
Year 2	2	18	180,000	540,000
Year 3	3	22	220,000	760,000
Year 4	4	24	240,000	1,000,000
Year 5	5	18	180,000	1,180,000
Year 6	6	30	300,000	1,480,000
Year 7	7	36	360,000	1,840,000
Year 8	8	18	180,000	2,020,000
Year 9	9	30	300,000	2,320,000
Year 10		0	-	2,320,000
Year 11	10	42	420,000	2,740,000
Year 12		0	-	2,740,000
		274	<u>2,740,000</u>	

**EXHIBIT B-1
PAYMENT SCHEDULE OVERVIEW**

**Servistar Realities LLC
Westfield Data Center Campus**

Payment Model and Analysis

Real Property Phase-in									
Annual Assessment Increase (%): 1.00%									
Data Center Buildings							Accessory Buildings		
Assessment Phase-in % (Post Certificate of Occupancy)									
C.of O. Yr.	Fully Loaded Assessment (\$)	Assessment Phase-in %					Fully Loaded Assessment (\$)	Yr 1	
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5			
		20%	40%	60%	80%	100%		100%	
Year 1	\$ 60.00	\$ 12.00	\$ 24.00	\$ 36.00	\$ 48.00	\$ 60.00	\$ 36.00	\$ 36.00	
Year 2	\$ 60.60	\$ 12.12	\$ 24.24	\$ 36.36	\$ 48.48	\$ 60.60	\$ 36.36	\$ 36.36	
Year 3	\$ 61.21	\$ 12.24	\$ 24.48	\$ 36.72	\$ 48.96	\$ 61.21	\$ 36.72	\$ 36.72	
Year 4	\$ 61.82	\$ 12.36	\$ 24.73	\$ 37.09	\$ 49.45	\$ 61.82	\$ 37.09	\$ 37.09	
Year 5	\$ 62.44	\$ 12.49	\$ 24.97	\$ 37.46	\$ 49.95	\$ 62.44	\$ 37.46	\$ 37.46	
Year 6	\$ 63.06	\$ 12.61	\$ 25.22	\$ 37.84	\$ 50.45	\$ 63.06	\$ 37.84	\$ 37.84	
Year 7	\$ 63.69	\$ 12.74	\$ 25.48	\$ 38.21	\$ 50.95	\$ 63.69	\$ 38.21	\$ 38.21	
Year 8	\$ 64.33	\$ 12.87	\$ 25.73	\$ 38.60	\$ 51.46	\$ 64.33	\$ 38.60	\$ 38.60	
Year 9	\$ 64.97	\$ 12.99	\$ 25.99	\$ 38.98	\$ 51.98	\$ 64.97	\$ 38.98	\$ 38.98	
Year 10	\$ 65.62	\$ 13.12	\$ 26.25	\$ 39.37	\$ 52.50	\$ 65.62	\$ 39.37	\$ 39.37	
Year 11	\$ 66.28	\$ 13.26	\$ 26.51	\$ 39.77	\$ 53.02	\$ 66.28	\$ 39.77	\$ 39.77	
Year 12	\$ 66.94	\$ 13.39	\$ 26.78	\$ 40.16	\$ 53.55	\$ 66.94	\$ 40.16	\$ 40.16	
Year 13	\$ 67.61	\$ 13.52	\$ 27.04	\$ 40.57	\$ 54.09	\$ 67.61	\$ 40.57	\$ 40.57	
Year 14	\$ 68.29	\$ 13.66	\$ 27.31	\$ 40.97	\$ 54.63	\$ 68.29	\$ 40.97	\$ 40.97	
Year 15	\$ 68.97	\$ 13.79	\$ 27.59	\$ 41.38	\$ 55.17	\$ 68.97	\$ 41.38	\$ 41.38	
Year 16	\$ 69.66	\$ 13.93	\$ 27.86	\$ 41.79	\$ 55.73	\$ 69.66	\$ 41.79	\$ 41.79	
Year 17	\$ 70.35	\$ 14.07	\$ 28.14	\$ 42.21	\$ 56.28	\$ 70.35	\$ 42.21	\$ 42.21	
Year 18	\$ 71.06	\$ 14.21	\$ 28.42	\$ 42.63	\$ 56.85	\$ 71.06	\$ 42.63	\$ 42.63	
Year 19	\$ 71.77	\$ 14.35	\$ 28.71	\$ 43.06	\$ 57.42	\$ 71.77	\$ 43.06	\$ 43.06	
Year 20	\$ 72.49	\$ 14.50	\$ 28.99	\$ 43.49	\$ 57.99	\$ 72.49	\$ 43.49	\$ 43.49	
Year 21	\$ 73.21	\$ 14.64	\$ 29.28	\$ 43.93	\$ 58.57	\$ 73.21	\$ 43.93	\$ 43.93	
Year 22	\$ 73.94	\$ 14.79	\$ 29.58	\$ 44.37	\$ 59.15	\$ 73.94	\$ 44.37	\$ 44.37	
Year 23	\$ 74.68	\$ 14.94	\$ 29.87	\$ 44.81	\$ 59.75	\$ 74.68	\$ 44.81	\$ 44.81	
Year 24	\$ 75.43	\$ 15.09	\$ 30.17	\$ 45.26	\$ 60.34	\$ 75.43	\$ 45.26	\$ 45.26	
Year 25	\$ 76.18	\$ 15.24	\$ 30.47	\$ 45.71	\$ 60.95	\$ 76.18	\$ 45.71	\$ 45.71	
Year 26	\$ 76.95	\$ 15.39	\$ 30.78	\$ 46.17	\$ 61.56	\$ 76.95	\$ 46.17	\$ 46.17	
Year 27	\$ 77.72	\$ 15.54	\$ 31.09	\$ 46.63	\$ 62.17	\$ 77.72	\$ 46.63	\$ 46.63	
Year 28	\$ 78.49	\$ 15.70	\$ 31.40	\$ 47.10	\$ 62.79	\$ 78.49	\$ 47.10	\$ 47.10	
Year 29	\$ 79.28	\$ 15.86	\$ 31.71	\$ 47.57	\$ 63.42	\$ 79.28	\$ 47.57	\$ 47.57	
Year 30	\$ 80.07	\$ 16.01	\$ 32.03	\$ 48.04	\$ 64.06	\$ 80.07	\$ 48.04	\$ 48.04	
Year 31	\$ 80.87	\$ 16.17	\$ 32.35	\$ 48.52	\$ 64.70	\$ 80.87	\$ 48.52	\$ 48.52	
Year 32	\$ 81.68	\$ 16.34	\$ 32.67	\$ 49.01	\$ 65.34	\$ 81.68	\$ 49.01	\$ 49.01	
Year 33	\$ 82.50	\$ 16.50	\$ 33.00	\$ 49.50	\$ 66.00	\$ 82.50	\$ 49.50	\$ 49.50	
Year 34	\$ 83.32	\$ 16.66	\$ 33.33	\$ 49.99	\$ 66.66	\$ 83.32	\$ 49.99	\$ 49.99	
Year 35	\$ 84.15	\$ 16.83	\$ 33.66	\$ 50.49	\$ 67.32	\$ 84.15	\$ 50.49	\$ 50.49	
Year 36	\$ 85.00	\$ 17.00	\$ 34.00	\$ 51.00	\$ 68.00	\$ 85.00	\$ 51.00	\$ 51.00	
Year 37	\$ 85.85	\$ 17.17	\$ 34.34	\$ 51.51	\$ 68.68	\$ 85.85	\$ 51.51	\$ 51.51	
Year 38	\$ 86.70	\$ 17.34	\$ 34.68	\$ 52.02	\$ 69.36	\$ 86.70	\$ 52.02	\$ 52.02	
Year 39	\$ 87.57	\$ 17.51	\$ 35.03	\$ 52.54	\$ 70.06	\$ 87.57	\$ 52.54	\$ 52.54	
Year 40	\$ 88.45	\$ 17.69	\$ 35.38	\$ 53.07	\$ 70.76	\$ 88.45	\$ 53.07	\$ 53.07	

Proposed Real Property Tax Rate (\$/1,000 Assessment):	
Year 1 (Base Year) Rate:	\$ 36.55
Annual Escalation Rate (%):	1.15%

EXHIBIT B-1
PAYMENT SCHEDULE OVERVIEW

Servistar Realities LLC
Westfield Data Center Campus

Payment Model and Analysis

Campus Real Property Land Assessment Values:

Source: Current Land Assessment Values from Property Tax Cards.

Land Assessments would use current Land Assessment values and will escalate based on the following escalation factor:

1.00%

Base Year 1 Land Parcel Assessment Values:

No.	Parcel Mblu#	Address/Location	Assessment (\$)	
#1	56R-98	0 Ampad Rd	\$ 134,800	
#2	56R-96	0 Ampad Rd	\$ 109,950	Apportioned (13.14 acres of 20.14 total acres)
#3	56R-97	0 Ampad Rd	\$ 110,500	
#4	56R-30	0 Egleston Rd	\$ 125,600	
#5	56R-18	81 Servistar Ind Wy	\$ 171,300	
#6	56R-47	0 Egleston Rd	\$ 87,700	
#7	56R-105	103 Servistar Ind Wy	\$ 96,100	Land only (*)
#8	63R-3-1B	10 Campanelli Dr	\$ 1,363,200	
#9	63R-3-1A	15 Campanelli Dr	\$ 578,500	
#10	56R-19	85 Servistar Ind Wy	\$ 166,000	Land only
#11	56R-107	91 Servistar Ind Wy	\$ 109,600	Land only
#12	56R-106	97 Servistar Ind Wy	\$ 97,500	Land only
#13	56R-103	115 Servistar Ind Wy	\$ 97,800	Land only (*)
#14	56R-30-1B	191 Servistar Ind Wy	\$ 86,200	Land only (*)
Total Land Parcel Assessments			\$ 3,334,750	

(*) Taxes paid on existing buildings through end of Transition Period of 121A Agreement unless previously demolished

Property Tax Model and Analysis

121A Payment Structure: Current Land Assessment Values are used to establish Base Year Land Assessment Value.

Payments on Acquired Land Parcel Assessments. Assessment Values are determined on a FT² of Gross Leasable Area (GLA) and are phased in based on Phase-in schedule and Certificate of Occupancy date.

Payments on Building Assessment Value. Assessment Values under 121A includes an aggregate of Real & Personal Property including, but not limited to:
Land, Data Center Buildings and Service Buildings
Owner/Customer IT Equipment
Backup UPS systems & Emergency Generator equipment
Onsite power and switchyard equipment
Telecommunications and natural gas infrastructure equipment.
All other real and personal property on the Project Site

Payments include Personal Property.

Projected Project Land & Building Assessment Schedule:
Note: Site campus construction expected to be 24 months, includes utility interconnection.

Land Assessment (\$)	Assessments under 121A Agreement												Total Building Assessment Values (\$)	Total Land & Building Assessment Values (\$)	
	Building Assessments (\$)														
	DC Bldg. #1	DC Bldg. #2	DC Bldg. #3	DC Bldg. #4	DC Bldg. #5	DC Bldg. #6	DC Bldg. #7	DC Bldg. #8	DC Bldg. #9	DC Bldg. #10	DC Bldg. #11	Accessory Bldg. #1 & #2			
Year 1	\$ 3,334,750	\$ 4,320,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,264,000	\$ 10,584,000	\$ 13,918,750
Year 2	\$ 3,368,098	\$ 8,726,400	\$ 2,181,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,326,640	\$ 17,234,640	\$ 20,602,738
Year 3	\$ 3,401,779	\$ 13,220,496	\$ 4,406,832	\$ 2,693,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,389,906	\$ 26,710,298	\$ 30,112,077
Year 4	\$ 3,435,797	\$ 17,803,601	\$ 6,676,350	\$ 5,439,989	\$ 2,967,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,453,805	\$ 39,341,013	\$ 42,776,810
Year 5	\$ 3,470,155	\$ 22,477,047	\$ 8,990,819	\$ 8,241,584	\$ 5,993,879	\$ 2,247,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,518,344	\$ 54,469,376	\$ 57,939,531
Year 6	\$ 3,504,856	\$ 22,701,817	\$ 11,350,909	\$ 11,098,666	\$ 9,080,727	\$ 4,540,363	\$ 3,783,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,583,527	\$ 69,139,645	\$ 72,644,501
Year 7	\$ 3,539,905	\$ 22,928,835	\$ 11,464,418	\$ 14,012,066	\$ 12,228,712	\$ 6,878,651	\$ 7,642,945	\$ 4,585,767	\$ -	\$ -	\$ -	\$ -	\$ 6,649,362	\$ 86,390,756	\$ 89,930,661
Year 8	\$ 3,575,304	\$ 23,158,124	\$ 11,579,062	\$ 14,152,187	\$ 15,438,749	\$ 9,263,249	\$ 11,579,062	\$ 9,263,249	\$ 2,315,812	\$ -	\$ -	\$ -	\$ 6,715,856	\$ 103,465,350	\$ 107,040,654
Year 9	\$ 3,611,057	\$ 23,389,705	\$ 11,694,852	\$ 14,293,709	\$ 15,593,137	\$ 11,694,852	\$ 15,593,137	\$ 14,033,823	\$ 4,677,941	\$ 3,898,284	\$ -	\$ -	\$ 6,783,014	\$ 121,652,454	\$ 125,263,511
Year 10	\$ 3,647,167	\$ 23,623,602	\$ 11,811,801	\$ 14,436,646	\$ 15,749,068	\$ 11,811,801	\$ 19,686,335	\$ 18,898,882	\$ 7,087,081	\$ 7,874,534	\$ -	\$ -	\$ 6,850,845	\$ 137,830,593	\$ 141,477,760
Year 11	\$ 3,683,639	\$ 23,859,838	\$ 11,929,919	\$ 14,581,012	\$ 15,906,559	\$ 11,929,919	\$ 19,883,198	\$ 23,859,838	\$ 9,543,935	\$ 11,929,919	\$ 5,567,296	\$ -	\$ 6,919,353	\$ 155,910,785	\$ 159,594,424
Year 12	\$ 3,720,475	\$ 24,098,436	\$ 12,049,218	\$ 14,726,822	\$ 16,065,624	\$ 12,049,218	\$ 20,082,030	\$ 24,098,436	\$ 12,049,218	\$ 16,065,624	\$ 11,245,937	\$ -	\$ 6,988,547	\$ 169,519,111	\$ 173,239,587
Year 13	\$ 3,757,680	\$ 24,339,421	\$ 12,169,710	\$ 14,874,090	\$ 16,226,280	\$ 12,169,710	\$ 20,282,851	\$ 24,339,421	\$ 12,169,710	\$ 20,282,851	\$ 17,037,594	\$ -	\$ 7,058,432	\$ 180,950,071	\$ 184,707,751
Year 14	\$ 3,795,257	\$ 24,582,815	\$ 12,291,407	\$ 15,022,831	\$ 16,388,543	\$ 12,291,407	\$ 20,485,679	\$ 24,582,815	\$ 12,291,407	\$ 20,485,679	\$ 22,943,961	\$ -	\$ 7,129,016	\$ 188,495,561	\$ 192,290,818
Year 15	\$ 3,833,210	\$ 24,828,643	\$ 12,414,322	\$ 15,173,060	\$ 16,552,429	\$ 12,414,322	\$ 20,690,536	\$ 24,828,643	\$ 12,414,322	\$ 20,690,536	\$ 28,966,750	\$ -	\$ 7,200,306	\$ 196,173,867	\$ 200,007,077
Year 16	\$ 3,871,542	\$ 25,076,929	\$ 12,538,465	\$ 15,324,790	\$ 16,717,953	\$ 12,538,465	\$ 20,897,441	\$ 25,076,929	\$ 12,538,465	\$ 20,897,441	\$ 29,256,418	\$ -	\$ 7,272,310	\$ 198,135,606	\$ 202,007,147
Year 17	\$ 3,910,257	\$ 25,327,699	\$ 12,663,849	\$ 15,478,038	\$ 16,885,132	\$ 12,663,849	\$ 21,106,416	\$ 25,327,699	\$ 12,663,849	\$ 21,106,416	\$ 29,548,982	\$ -	\$ 7,345,033	\$ 200,116,962	\$ 204,027,219
Year 18	\$ 3,949,360	\$ 25,580,976	\$ 12,790,488	\$ 15,632,818	\$ 17,053,984	\$ 12,790,488	\$ 21,317,480	\$ 25,580,976	\$ 12,790,488	\$ 21,317,480	\$ 29,844,472	\$ -	\$ 7,418,483	\$ 202,118,131	\$ 206,067,491
Year 19	\$ 3,988,853	\$ 25,836,785	\$ 12,918,393	\$ 15,789,147	\$ 17,224,524	\$ 12,918,393	\$ 21,530,655	\$ 25,836,785	\$ 12,918,393	\$ 21,530,655	\$ 30,142,916	\$ -	\$ 7,492,668	\$ 204,139,313	\$ 208,128,166
Year 20	\$ 4,028,742	\$ 26,095,153	\$ 13,047,577	\$ 15,947,038	\$ 17,396,769	\$ 13,047,577	\$ 21,745,961	\$ 26,095,153	\$ 13,047,577	\$ 21,745,961	\$ 30,444,346	\$ -	\$ 7,567,594	\$ 206,180,706	\$ 210,209,448
Year 21	\$ 4,069,029	\$ 26,356,105	\$ 13,178,052	\$ 16,106,509	\$ 17,570,737	\$ 13,178,052	\$ 21,963,421	\$ 26,356,105	\$ 13,178,052	\$ 21,963,421	\$ 30,748,789	\$ -	\$ 7,643,270	\$ 208,242,513	\$ 212,311,542
Year 22	\$ 4,109,720	\$ 26,619,666	\$ 13,309,833	\$ 16,267,574	\$ 17,746,444	\$ 13,309,833	\$ 22,183,055	\$ 26,619,666	\$ 13,309,833	\$ 22,183,055	\$ 31,056,277	\$ -	\$ 7,719,703	\$ 210,324,938	\$ 214,434,658
Year 23	\$ 4,150,817	\$ 26,885,863	\$ 13,442,931	\$ 16,430,249	\$ 17,923,908	\$ 13,442,931	\$ 22,404,885	\$ 26,885,863	\$ 13,442,931	\$ 22,404,885	\$ 31,366,840	\$ -	\$ 7,796,900	\$ 212,428,187	\$ 216,579,004
Year 24	\$ 4,192,325	\$ 27,154,721	\$ 13,577,361	\$ 16,594,552	\$ 18,103,147	\$ 13,577,361	\$ 22,628,934	\$ 27,154,721	\$ 13,577,361	\$ 22,628,934	\$ 31,680,508	\$ -	\$ 7,874,869	\$ 214,552,469	\$ 218,744,794
Year 25	\$ 4,234,248	\$ 27,426,268	\$ 13,713,134	\$ 16,760,497	\$ 18,284,179	\$ 13,713,134	\$ 22,855,224	\$ 27,426,268	\$ 13,713,134	\$ 22,855,224	\$ 31,997,313	\$ -	\$ 7,953,618	\$ 216,697,994	\$ 220,932,242
Year 26	\$ 4,276,591	\$ 27,700,531	\$ 13,850,266	\$ 16,928,102	\$ 18,467,021	\$ 13,850,266	\$ 23,083,776	\$ 27,700,531	\$ 13,850,266	\$ 23,083,776	\$ 32,317,286	\$ -	\$ 8,033,154	\$ 218,864,974	\$ 223,141,565
Year 27	\$ 4,319,357	\$ 27,977,536	\$ 13,988,768	\$ 17,097,383	\$ 18,651,691	\$ 13,988,768	\$ 23,314,614	\$ 27,977,536	\$ 13,988,768	\$ 23,314,614	\$ 32,640,459	\$ -	\$ 8,113,486	\$ 221,053,624	\$ 225,372,980
Year 28	\$ 4,362,550	\$ 28,257,312	\$ 14,128,656	\$ 17,268,357	\$ 18,838,208	\$ 14,128,656	\$ 23,547,760	\$ 28,257,312	\$ 14,128,656	\$ 23,547,760	\$ 32,966,864	\$ -	\$ 8,194,620	\$ 223,264,160	\$ 227,626,710
Year 29	\$ 4,406,176	\$ 28,539,885	\$ 14,269,942	\$ 17,441,041	\$ 19,026,590	\$ 14,269,942	\$ 23,783,237	\$ 28,539,885	\$ 14,269,942	\$ 23,783,237	\$ 33,296,532	\$ -	\$ 8,276,567	\$ 225,496,802	\$ 229,902,977
Year 30	\$ 4,450,237	\$ 28,825,284	\$ 14,412,642	\$ 17,615,451	\$ 19,216,856	\$ 14,412,642	\$ 24,021,070	\$ 28,825,284	\$ 14,412,642	\$ 24,021,070	\$ 33,629,498	\$ -	\$ 8,359,332	\$ 227,751,770	\$ 232,202,007
Year 31	\$ 4,494,740	\$ 29,113,537	\$ 14,556,768	\$ 17,791,606	\$ 19,409,024	\$ 14,556,768	\$ 24,261,280	\$ 29,113,537	\$ 14,556,768	\$ 24,261,280	\$ 33,965,793	\$ -	\$ 8,442,926	\$ 230,029,287	\$ 234,524,027
Year 32	\$ 4,539,687	\$ 29,404,672	\$ 14,702,336	\$ 17,969,522	\$ 19,603,115	\$ 14,702,336	\$ 24,503,893	\$ 29,404,672	\$ 14,702,336	\$ 24,503,893	\$ 34,305,451	\$ -	\$ 8,527,355	\$ 232,329,580	\$ 236,869,267
Year 33	\$ 4,585,084	\$ 29,698,719	\$ 14,849,359	\$ 18,149,217	\$ 19,799,146	\$ 14,849,359	\$ 24,748,932	\$ 29,698,719	\$ 14,849,359	\$ 24,748,932	\$ 34,648,505	\$ -	\$ 8,612,628	\$ 234,652,876	\$ 239,237,960
Year 34	\$ 4,630,935	\$ 29,995,706	\$ 14,997,853	\$ 18,330,709	\$ 19,997,137	\$ 14,997,853	\$ 24,996,422	\$ 29,995,706	\$ 14,997,853	\$ 24,996,422	\$ 34,994,990	\$ -	\$ 8,698,755	\$ 236,999,405	\$ 241,630,340
Year 35	\$ 4,677,244	\$ 30,295,663	\$ 15,147,831	\$ 18,514,016	\$ 20,197,109	\$ 15,147,831	\$ 25,246,386	\$ 30,295,663	\$ 15,147,831	\$ 25,246,386	\$ 35,344,940	\$ -	\$ 8,785,742	\$ 239,369,399	\$ 244,046,643
Year 36	\$ 4,724,017	\$ 30,598,620	\$ 15,299,310	\$ 18,699,156	\$ 20,399,080	\$ 15,299,310	\$ 25,498,850	\$ 30,598,620	\$ 15,299,310	\$ 25,498,850	\$ 35,698,389	\$ -	\$ 8,873,600	\$ 241,763,093	\$ 246,487,109
Year 37	\$ 4,771,257	\$ 30,904,606	\$ 15,452,303	\$ 18,886,148	\$ 20,603,070	\$ 15,452,303	\$ 25,753,838	\$ 30,904,606	\$ 15,452,303	\$ 25,753,838	\$ 36,055,373	\$ -	\$ 8,962,336	\$ 244,180,724	\$ 248,951,980
Year 38	\$ 4,818,969	\$ 31,213,652	\$ 15,606,826	\$ 19,075,009	\$ 20,809,101	\$ 15,606,826	\$ 26,011,376	\$ 31,213,652	\$ 15,606,826	\$ 26,011,376	\$ 36,415,927	\$ -	\$ 9,051,959	\$ 246,622,531	\$ 251,441,500
Year 39	\$ 4,867,159	\$ 31,525,788	\$ 15,762,894	\$ 19,265,760	\$ 21,017,192	\$ 15,762,894	\$ 26,271,490	\$ 31,525,788	\$ 15,762,894	\$ 26,271,490	\$ 36,780,086	\$ -	\$ 9,142,479	\$ 249,088,756	\$ 253,955,915
Year 40	\$ 4,915,831	\$ 31,841,046	\$ 15,920,523	\$ 19,458,417	\$ 21,227,364	\$ 15,920,523	\$ 26,534,205	\$ 31,841,046	\$ 15,920,523	\$ 26,534,205	\$ 37,147,887	\$ -	\$ 9,233,903	\$ 251,579,644	\$ 256,495,474

Property Tax Model and Analysis

Projected Annual Payments from Data Center Campus

Year (*)	121A Projected Assessment Values (**)			Property Tax Mill Rate (\$/1000)	Projected Total Annual Payments	Annual 121A Section 10 Payments	Annual 6A Contract Payments
	Land	Buildings	Total				
1	\$ 3,334,750	\$ 10,584,000	\$ 13,918,750	\$ 36.55	\$ 508,730	\$ 164,624	\$ 344,106
2	\$ 3,368,098	\$ 17,234,640	\$ 20,602,738	\$ 36.97	\$ 761,690	\$ 244,112	\$ 517,578
3	\$ 3,401,779	\$ 26,710,298	\$ 30,112,077	\$ 37.40	\$ 1,126,056	\$ 357,424	\$ 768,632
4	\$ 3,435,797	\$ 39,341,013	\$ 42,776,810	\$ 37.83	\$ 1,618,056	\$ 508,671	\$ 1,109,385
5	\$ 3,470,155	\$ 54,469,376	\$ 57,939,531	\$ 38.26	\$ 2,216,797	\$ 690,235	\$ 1,526,562
6	\$ 3,504,856	\$ 69,139,645	\$ 72,644,501	\$ 38.70	\$ 2,811,380	\$ 867,014	\$ 1,944,366
7	\$ 3,539,905	\$ 86,390,756	\$ 89,930,661	\$ 39.15	\$ 3,520,388	\$ 1,075,326	\$ 2,445,062
8	\$ 3,575,304	\$ 103,465,350	\$ 107,040,654	\$ 39.60	\$ 4,238,355	\$ 1,282,324	\$ 2,956,031
9	\$ 3,611,057	\$ 121,652,454	\$ 125,263,511	\$ 40.05	\$ 5,016,942	\$ 1,503,482	\$ 3,513,460
10	\$ 3,647,167	\$ 137,830,593	\$ 141,477,760	\$ 40.51	\$ 5,731,503	\$ 1,701,353	\$ 4,030,150
11	\$ 3,683,639	\$ 155,910,785	\$ 159,594,424	\$ 40.98	\$ 6,539,792	\$ 1,922,934	\$ 4,616,859
12	\$ 3,720,475	\$ 169,519,111	\$ 173,239,587	\$ 41.45	\$ 7,180,576	\$ 2,091,425	\$ 5,089,151
13	\$ 3,757,680	\$ 180,950,071	\$ 184,707,751	\$ 41.93	\$ 7,743,961	\$ 2,234,276	\$ 5,509,685
14	\$ 3,795,257	\$ 188,495,561	\$ 192,290,818	\$ 42.41	\$ 8,154,596	\$ 2,330,638	\$ 5,823,958
15	\$ 3,833,210	\$ 196,173,867	\$ 200,007,077	\$ 42.90	\$ 8,579,365	\$ 2,429,039	\$ 6,150,326
16	\$ 3,871,542	\$ 198,135,606	\$ 202,007,147	\$ 43.39	\$ 8,764,808	\$ 2,458,312	\$ 6,306,496
17	\$ 3,910,257	\$ 200,116,962	\$ 204,027,219	\$ 43.89	\$ 8,954,260	\$ 2,487,985	\$ 6,466,275
18	\$ 3,949,360	\$ 202,118,131	\$ 206,067,491	\$ 44.39	\$ 9,147,806	\$ 2,518,065	\$ 6,629,741
19	\$ 3,988,853	\$ 204,139,313	\$ 208,128,166	\$ 44.90	\$ 9,345,536	\$ 2,548,558	\$ 6,796,977
20	\$ 4,028,742	\$ 206,180,706	\$ 210,209,448	\$ 45.42	\$ 9,547,540	\$ 2,579,471	\$ 6,968,068
21	\$ 4,069,029	\$ 208,242,513	\$ 212,311,542	\$ 45.94	\$ 9,753,910	\$ 2,610,811	\$ 7,143,099
22	\$ 4,109,720	\$ 210,324,938	\$ 214,434,658	\$ 46.47	\$ 9,964,740	\$ 2,642,584	\$ 7,322,157
23	\$ 4,150,817	\$ 212,428,187	\$ 216,579,004	\$ 47.00	\$ 10,180,128	\$ 2,674,796	\$ 7,505,332
24	\$ 4,192,325	\$ 214,552,469	\$ 218,744,794	\$ 47.54	\$ 10,400,172	\$ 2,707,457	\$ 7,692,715
25	\$ 4,234,248	\$ 216,697,994	\$ 220,932,242	\$ 48.09	\$ 10,624,971	\$ 2,740,571	\$ 7,884,400
26	\$ 4,276,591	\$ 218,864,974	\$ 223,141,565	\$ 48.64	\$ 10,854,630	\$ 2,774,147	\$ 8,080,483
27	\$ 4,319,357	\$ 221,053,624	\$ 225,372,980	\$ 49.20	\$ 11,089,253	\$ 2,808,192	\$ 8,281,061
28	\$ 4,362,550	\$ 223,264,160	\$ 227,626,710	\$ 49.77	\$ 11,328,947	\$ 2,842,714	\$ 8,486,233
29	\$ 4,406,176	\$ 225,496,802	\$ 229,902,977	\$ 50.34	\$ 11,573,822	\$ 2,877,721	\$ 8,696,102
30	\$ 4,450,237	\$ 227,751,770	\$ 232,202,007	\$ 50.92	\$ 11,823,991	\$ 2,913,220	\$ 8,910,771
31	\$ 4,494,740	\$ 230,029,287	\$ 234,524,027	\$ 51.51	\$ 12,079,566	\$ 2,949,219	\$ 9,130,348
32	\$ 4,539,687	\$ 232,329,580	\$ 236,869,267	\$ 52.10	\$ 12,340,666	\$ 2,985,726	\$ 9,354,940
33	\$ 4,585,084	\$ 234,652,876	\$ 239,237,960	\$ 52.70	\$ 12,607,409	\$ 3,022,750	\$ 9,584,659
34	\$ 4,630,935	\$ 236,999,405	\$ 241,630,340	\$ 53.30	\$ 12,879,919	\$ 3,060,299	\$ 9,819,619
35	\$ 4,677,244	\$ 239,369,399	\$ 244,046,643	\$ 53.92	\$ 13,158,318	\$ 3,098,382	\$ 10,059,936
36	\$ 4,724,017	\$ 241,763,093	\$ 246,487,109	\$ 54.54	\$ 13,442,735	\$ 3,137,008	\$ 10,305,727
37	\$ 4,771,257	\$ 244,180,724	\$ 248,951,980	\$ 55.16	\$ 13,733,300	\$ 3,176,185	\$ 10,557,115
38	\$ 4,818,969	\$ 246,622,531	\$ 251,441,500	\$ 55.80	\$ 14,030,145	\$ 3,215,922	\$ 10,814,223
39	\$ 4,867,159	\$ 249,088,756	\$ 253,955,915	\$ 56.44	\$ 14,333,407	\$ 3,256,229	\$ 11,077,177
40	\$ 4,915,831	\$ 251,579,644	\$ 256,495,474	\$ 57.09	\$ 14,643,223	\$ 3,297,116	\$ 11,346,107
TOTAL PROJECTED PROPERTY TAX COLLECTIONS DURING TERM OF AGREEMENT					\$ 352,351,390	\$ 90,786,318	\$ 261,565,072

(*) Represents 40-Year 121A Agreement Term.

(**) The maximum fair cash value of the Property in each calendar year of the Term is the Total Assessed Value (\$13,918,750 in Year 1 increasing to \$256,495,474 in Year 40) for each such calendar year of the 121A Term.

EXHIBIT B-4
ILLUSTRATIVE EXAMPLE
OF
ACTUAL PAYMENT CALCULATION FOR
DATA CENTER BUILDING NUMBER 6

Purpose: Illustrative Example of Projected Payment Schedule Versus Actual Payment Schedule for Data Center Building Number 6

"PROJECTED PAYMENT SCHEDULE" Based on Estimated Build-out Schedule and Estimated Building Size (FT ²)																			
Projected Building Metrics:																			
Projected Year of Completion:	YEAR 6																		
DC IT Peak Load:	30 MW																		
Estimated Building FT ² :	300,000 FT ²																		
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20	YEAR 21	YEAR 22	
Fully Loaded Assessment (\$)	\$ -	\$ 63.06	\$ 63.69	\$ 64.33	\$ 64.97	\$ 65.62	\$ 66.28	\$ 66.94	\$ 67.61	\$ 68.29	\$ 68.97	\$ 69.66	\$ 70.35	\$ 71.06	\$ 71.77	\$ 72.49	\$ 73.21	\$ 73.94	
X Assessment Phase-in %	0%	20%	40%	60%	80%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
= Applicable Assessment (\$)	\$ -	\$ 12.61	\$ 25.48	\$ 38.60	\$ 51.98	\$ 65.62	\$ 66.28	\$ 66.94	\$ 67.61	\$ 68.29	\$ 68.97	\$ 69.66	\$ 70.35	\$ 71.06	\$ 71.77	\$ 72.49	\$ 73.21	\$ 73.94	
X Estimated Building FT ²	-	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Total Building Assessment	\$ -	\$ 3,783,636	\$ 7,642,945	\$ 11,579,062	\$ 15,593,137	\$ 19,686,335	\$ 19,883,198	\$ 20,082,030	\$ 20,282,851	\$ 20,485,679	\$ 20,690,536	\$ 20,897,441	\$ 21,106,416	\$ 21,317,480	\$ 21,530,655	\$ 21,745,961	\$ 21,963,421	\$ 22,183,055	
Mill Rate (\$/\$1000)	\$ -	\$ 38.70	\$ 39.15	\$ 39.60	\$ 40.05	\$ 40.51	\$ 40.98	\$ 41.45	\$ 41.93	\$ 42.41	\$ 42.90	\$ 43.39	\$ 43.89	\$ 44.39	\$ 44.90	\$ 45.42	\$ 45.94	\$ 46.47	
Projected Payment Obligation	\$ -	\$ 146,429	\$ 299,187	\$ 458,482	\$ 624,522	\$ 797,527	\$ 814,765	\$ 832,376	\$ 850,368	\$ 868,749	\$ 887,527	\$ 906,711	\$ 926,309	\$ 946,332	\$ 966,787	\$ 987,684	\$ 1,009,032	\$ 1,030,843	
	YEAR 23	YEAR 24	YEAR 25	YEAR 26	YEAR 27	YEAR 28	YEAR 29	YEAR 30	YEAR 31	YEAR 32	YEAR 33	YEAR 34	YEAR 35	YEAR 36	YEAR 37	YEAR 38	YEAR 39	YEAR 40	
Fully Loaded Assessment (\$)	\$ 74.68	\$ 75.43	\$ 76.18	\$ 76.95	\$ 77.72	\$ 78.49	\$ 79.28	\$ 80.07	\$ 80.87	\$ 81.68	\$ 82.50	\$ 83.32	\$ 84.15	\$ 85.00	\$ 85.85	\$ 86.70	\$ 87.57	\$ 88.45	
X Assessment Phase-in %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
= Applicable Assessment (\$)	\$ 74.68	\$ 75.43	\$ 76.18	\$ 76.95	\$ 77.72	\$ 78.49	\$ 79.28	\$ 80.07	\$ 80.87	\$ 81.68	\$ 82.50	\$ 83.32	\$ 84.15	\$ 85.00	\$ 85.85	\$ 86.70	\$ 87.57	\$ 88.45	
X Estimated Building FT ²	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Total Building Assessment	\$ 22,404,885	\$ 22,628,934	\$ 22,855,224	\$ 23,083,776	\$ 23,314,614	\$ 23,547,760	\$ 23,783,237	\$ 24,021,070	\$ 24,261,280	\$ 24,503,893	\$ 24,748,932	\$ 24,996,422	\$ 25,246,386	\$ 25,498,850	\$ 25,753,838	\$ 26,011,376	\$ 26,271,490	\$ 26,534,205	
Mill Rate (\$/\$1000)	\$ 47.00	\$ 47.54	\$ 48.09	\$ 48.64	\$ 49.20	\$ 49.77	\$ 50.34	\$ 50.92	\$ 51.51	\$ 52.10	\$ 52.70	\$ 53.30	\$ 53.92	\$ 54.54	\$ 55.16	\$ 55.80	\$ 56.44	\$ 57.09	
Projected Payment Obligation	\$ 1,053,124	\$ 1,075,888	\$ 1,099,143	\$ 1,122,901	\$ 1,147,172	\$ 1,171,968	\$ 1,197,301	\$ 1,223,180	\$ 1,249,619	\$ 1,276,630	\$ 1,304,224	\$ 1,332,415	\$ 1,361,215	\$ 1,390,638	\$ 1,420,696	\$ 1,451,405	\$ 1,482,777	\$ 1,514,827	

"ACTUAL PAYMENT SCHEDULE" Based on Actual Build-out Schedule and Actual Installed Building Size (FT ²)																			
Actual Building Metrics:																			
Actual Year of Completion:	YEAR 5																		
DC IT Peak Load:	21 MW																		
Actual Building FT ² :	215,000 FT ²																		
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20	YEAR 21	YEAR 22	
Fully Loaded Assessment (\$)	\$ 62.44	\$ 63.06	\$ 63.69	\$ 64.33	\$ 64.97	\$ 65.62	\$ 66.28	\$ 66.94	\$ 67.61	\$ 68.29	\$ 68.97	\$ 69.66	\$ 70.35	\$ 71.06	\$ 71.77	\$ 72.49	\$ 73.21	\$ 73.94	
X Assessment Phase-in %	20%	40%	60%	80%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
= Applicable Assessment (\$)	\$ 12.49	\$ 25.22	\$ 38.21	\$ 51.46	\$ 64.97	\$ 65.62	\$ 66.28	\$ 66.94	\$ 67.61	\$ 68.29	\$ 68.97	\$ 69.66	\$ 70.35	\$ 71.06	\$ 71.77	\$ 72.49	\$ 73.21	\$ 73.94	
X Actual Building FT ²	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	
Total Building Assessment	\$ 2,684,758	\$ 5,423,212	\$ 8,216,166	\$ 11,064,437	\$ 13,968,852	\$ 14,108,540	\$ 14,249,625	\$ 14,392,122	\$ 14,536,043	\$ 14,681,403	\$ 14,828,217	\$ 14,976,500	\$ 15,126,265	\$ 15,277,527	\$ 15,430,302	\$ 15,584,605	\$ 15,740,452	\$ 15,897,856	
Mill Rate (\$/\$1000)	\$ 38.26	\$ 38.70	\$ 39.15	\$ 39.60	\$ 40.05	\$ 40.51	\$ 40.98	\$ 41.45	\$ 41.93	\$ 42.41	\$ 42.90	\$ 43.39	\$ 43.89	\$ 44.39	\$ 44.90	\$ 45.42	\$ 45.94	\$ 46.47	
Actual Payment Obligation	\$ 102,720	\$ 209,881	\$ 321,627	\$ 438,105	\$ 559,468	\$ 571,561	\$ 583,915	\$ 596,536	\$ 609,431	\$ 622,603	\$ 636,061	\$ 649,809	\$ 663,855	\$ 678,204	\$ 692,864	\$ 707,840	\$ 723,140	\$ 738,771	
	YEAR 23	YEAR 24	YEAR 25	YEAR 26	YEAR 27	YEAR 28	YEAR 29	YEAR 30	YEAR 31	YEAR 32	YEAR 33	YEAR 34	YEAR 35	YEAR 36	YEAR 37	YEAR 38	YEAR 39	YEAR 40	
Fully Loaded Assessment (\$)	\$ 74.68	\$ 75.43	\$ 76.18	\$ 76.95	\$ 77.72	\$ 78.49	\$ 79.28	\$ 80.07	\$ 80.87	\$ 81.68	\$ 82.50	\$ 83.32	\$ 84.15	\$ 85.00	\$ 85.85	\$ 86.70	\$ 87.57	\$ 88.45	
X Assessment Phase-in %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
= Applicable Assessment (\$)	\$ 74.68	\$ 75.43	\$ 76.18	\$ 76.95	\$ 77.72	\$ 78.49	\$ 79.28	\$ 80.07	\$ 80.87	\$ 81.68	\$ 82.50	\$ 83.32	\$ 84.15	\$ 85.00	\$ 85.85	\$ 86.70	\$ 87.57	\$ 88.45	
X Actual Building FT ²	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	
Total Building Assessment	\$ 16,056,835	\$ 16,217,403	\$ 16,379,577	\$ 16,543,373	\$ 16,708,806	\$ 16,875,895	\$ 17,044,653	\$ 17,215,100	\$ 17,387,251	\$ 17,561,124	\$ 17,736,735	\$ 17,914,102	\$ 18,093,243	\$ 18,274,176	\$ 18,456,917	\$ 18,641,486	\$ 18,827,901	\$ 19,016,180	
Mill Rate (\$/\$1000)	\$ 47.00	\$ 47.54	\$ 48.09	\$ 48.64	\$ 49.20	\$ 49.77	\$ 50.34	\$ 50.92	\$ 51.51	\$ 52.10	\$ 52.70	\$ 53.30	\$ 53.92	\$ 54.54	\$ 55.16	\$ 55.80	\$ 56.44	\$ 57.09	
Actual Payment Obligation	\$ 754,739	\$ 771,053	\$ 787,719	\$ 804,746	\$ 822,140	\$ 839,911	\$ 858,065	\$ 876,612	\$ 895,560	\$ 914,918	\$ 934,694	\$ 954,897	\$ 975,537	\$ 996,624	\$ 1,018,166	\$ 1,040,173	\$ 1,062,657	\$ 1,085,626	

Property Tax Model and Analysis

Projected Annual Payments from Data Center Campus

Year (*)	121A Projected Assessment Values (**)			Property Tax Mill Rate (\$/1000)	Projected Total Annual Payments	Annual 121A Section 10 Payments	Annual 6A Contract Payments
	Land	Buildings	Total				
1	\$ 3,334,750	\$ 10,584,000	\$ 13,918,750	\$ 36.55	\$ 508,730	\$ 164,624	\$ 344,106
2	\$ 3,368,098	\$ 17,234,640	\$ 20,602,738	\$ 36.97	\$ 761,690	\$ 244,112	\$ 517,578
3	\$ 3,401,779	\$ 26,710,298	\$ 30,112,077	\$ 37.40	\$ 1,126,056	\$ 357,424	\$ 768,632
4	\$ 3,435,797	\$ 39,341,013	\$ 42,776,810	\$ 37.83	\$ 1,618,056	\$ 508,671	\$ 1,109,385
5	\$ 3,470,155	\$ 54,469,376	\$ 57,939,531	\$ 38.26	\$ 2,216,797	\$ 690,235	\$ 1,526,562
6	\$ 3,504,856	\$ 69,139,645	\$ 72,644,501	\$ 38.70	\$ 2,811,380	\$ 867,014	\$ 1,944,366
7	\$ 3,539,905	\$ 86,390,756	\$ 89,930,661	\$ 39.15	\$ 3,520,388	\$ 1,075,326	\$ 2,445,062
8	\$ 3,575,304	\$ 103,465,350	\$ 107,040,654	\$ 39.60	\$ 4,238,355	\$ 1,282,324	\$ 2,956,031
9	\$ 3,611,057	\$ 121,652,454	\$ 125,263,511	\$ 40.05	\$ 5,016,942	\$ 1,503,482	\$ 3,513,460
10	\$ 3,647,167	\$ 137,830,593	\$ 141,477,760	\$ 40.51	\$ 5,731,503	\$ 1,701,353	\$ 4,030,150
11	\$ 3,683,639	\$ 155,910,785	\$ 159,594,424	\$ 40.98	\$ 6,539,792	\$ 1,922,934	\$ 4,616,859
12	\$ 3,720,475	\$ 169,519,111	\$ 173,239,587	\$ 41.45	\$ 7,180,576	\$ 2,091,425	\$ 5,089,151
13	\$ 3,757,680	\$ 180,950,071	\$ 184,707,751	\$ 41.93	\$ 7,743,961	\$ 2,234,276	\$ 5,509,685
14	\$ 3,795,257	\$ 188,495,561	\$ 192,290,818	\$ 42.41	\$ 8,154,596	\$ 2,330,638	\$ 5,823,958
15	\$ 3,833,210	\$ 196,173,867	\$ 200,007,077	\$ 42.90	\$ 8,579,365	\$ 2,429,039	\$ 6,150,326
16	\$ 3,871,542	\$ 198,135,606	\$ 202,007,147	\$ 43.39	\$ 8,764,808	\$ 2,458,312	\$ 6,306,496
17	\$ 3,910,257	\$ 200,116,962	\$ 204,027,219	\$ 43.89	\$ 8,954,260	\$ 2,487,985	\$ 6,466,275
18	\$ 3,949,360	\$ 202,118,131	\$ 206,067,491	\$ 44.39	\$ 9,147,806	\$ 2,518,065	\$ 6,629,741
19	\$ 3,988,853	\$ 204,139,313	\$ 208,128,166	\$ 44.90	\$ 9,345,536	\$ 2,548,558	\$ 6,796,977
20	\$ 4,028,742	\$ 206,180,706	\$ 210,209,448	\$ 45.42	\$ 9,547,540	\$ 2,579,471	\$ 6,968,068
21	\$ 4,069,029	\$ 208,242,513	\$ 212,311,542	\$ 45.94	\$ 9,753,910	\$ 2,610,811	\$ 7,143,099
22	\$ 4,109,720	\$ 210,324,938	\$ 214,434,658	\$ 46.47	\$ 9,964,740	\$ 2,642,584	\$ 7,322,157
23	\$ 4,150,817	\$ 212,428,187	\$ 216,579,004	\$ 47.00	\$ 10,180,128	\$ 2,674,796	\$ 7,505,332
24	\$ 4,192,325	\$ 214,552,469	\$ 218,744,794	\$ 47.54	\$ 10,400,172	\$ 2,707,457	\$ 7,692,715
25	\$ 4,234,248	\$ 216,697,994	\$ 220,932,242	\$ 48.09	\$ 10,624,971	\$ 2,740,571	\$ 7,884,400
26	\$ 4,276,591	\$ 218,864,974	\$ 223,141,565	\$ 48.64	\$ 10,854,630	\$ 2,774,147	\$ 8,080,483
27	\$ 4,319,357	\$ 221,053,624	\$ 225,372,980	\$ 49.20	\$ 11,089,253	\$ 2,808,192	\$ 8,281,061
28	\$ 4,362,550	\$ 223,264,160	\$ 227,626,710	\$ 49.77	\$ 11,328,947	\$ 2,842,714	\$ 8,486,233
29	\$ 4,406,176	\$ 225,496,802	\$ 229,902,977	\$ 50.34	\$ 11,573,822	\$ 2,877,721	\$ 8,696,102
30	\$ 4,450,237	\$ 227,751,770	\$ 232,202,007	\$ 50.92	\$ 11,823,991	\$ 2,913,220	\$ 8,910,771
31	\$ 4,494,740	\$ 230,029,287	\$ 234,524,027	\$ 51.51	\$ 12,079,566	\$ 2,949,219	\$ 9,130,348
32	\$ 4,539,687	\$ 232,329,580	\$ 236,869,267	\$ 52.10	\$ 12,340,666	\$ 2,985,726	\$ 9,354,940
33	\$ 4,585,084	\$ 234,652,876	\$ 239,237,960	\$ 52.70	\$ 12,607,409	\$ 3,022,750	\$ 9,584,659
34	\$ 4,630,935	\$ 236,999,405	\$ 241,630,340	\$ 53.30	\$ 12,879,919	\$ 3,060,299	\$ 9,819,619
35	\$ 4,677,244	\$ 239,369,399	\$ 244,046,643	\$ 53.92	\$ 13,158,318	\$ 3,098,382	\$ 10,059,936
36	\$ 4,724,017	\$ 241,763,093	\$ 246,487,109	\$ 54.54	\$ 13,442,735	\$ 3,137,008	\$ 10,305,727
37	\$ 4,771,257	\$ 244,180,724	\$ 248,951,980	\$ 55.16	\$ 13,733,300	\$ 3,176,185	\$ 10,557,115
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TOTAL PROJECTED PROPERTY TAX COLLECTIONS DURING TERM OF AGREEMENT					\$ 352,351,390	\$ 90,786,318	\$ 261,565,072

(*) Represents 40-Year 121A Agreement Term.

(**) The maximum fair cash value of the Property in each calendar year of the Term is the Total Assessed Value (\$13,918,750 in Year 1 increasing to \$256,495,474 in Year 40) for each such calendar year of the 121A Term.

AGREEMENT BETWEEN THE DEPARTMENT OF HOUSING & COMMUNITY
DEVELOPMENT AND SERVISTAR REALTIES LLC PURSUANT TO M.G.L. C. 121A,
SECTION 18C OF THE MASSACHUSETTS GENERAL LAWS

This Agreement (the "Agreement") is made as of this _____ day of _____, 2021, by and between SERVISTAR REALTIES LLC, a Massachusetts limited liability company organized pursuant to General Laws Chapter 156C (the "Company") and subject to Massachusetts General Laws Chapter 121A ("M.G.L. c. 121A") and the DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT, on behalf of the Commonwealth of Massachusetts, hereinafter referred to as (the "Department") acting pursuant to M.G.L. c. 121A, Section 18C and every other power and authority. The Department and the Company are referred to herein collectively as the "Parties."

WITNESSETH THAT:

WHEREAS, an application dated May 20, 2021 as amended on July 29, 2021 (the "Application") was filed by the Company with the Department of Housing and Community Development (the "Department") under the provisions of M.G.L. c. 121A for approval of a project in the City of Westfield (the "City") for the development of 199 Servistar Industrial Way and surrounding properties totaling approximately 155.49 acres in Westfield, MA (the "Project Site"), known as the Westfield Data Center Campus (the "Project");

WHEREAS, the Project is expected to consist of ten (10) data center buildings totaling approximately 2.74 million square feet of data center space, two (2) accessory buildings and additional site improvements a mix of residential, business and commercial uses;

WHEREAS, the Project will be implemented in phases as described in the Application;

WHEREAS, the following positive impacts of the Project are more than sufficient to warrant its approval under M.G.L. c. 121A:

- i. The Project Site is located in the Industrial Zoning Districts in North Side of Westfield, Massachusetts along the Route 10/202 corridor where industrial development has been concentrated over the last decade. The Project Area is surrounded primarily by industrial warehouse distribution centers and commercial buildings and is centrally located less than a half mile to the west of the Westfield-Barnes Regional Airport and approximately a half mile to the east of the new Westfield Turnpike Industrial Park that is being developed by the City.
- ii. The Project is expected to be built out over a twelve (12) to eighteen (18) year period and consists of the construction of the data center buildings, accessory buildings and site improvements as follows:

- a. Data Center Building 1 (closest to Ampad Road on the westerly side of the site) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- b. Data Center Building 2 (adjacent to Building 1 to the south on the westerly side of the site next to Ampad Road) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- c. Data Center Building 3 (closest to the intersection of Ampad Road and Servistar Industrial Way) is expected to be a three-story building with approximately 73,400 square feet per floor for a total of approximately 220,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- d. Data Center Building 4 (adjacent to Building 3 to the northeast on Servistar Industrial Way) is expected to be a three-story building with approximately 80,000 square feet per floor for a total of approximately 240,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- e. Data Center Building 5 (northwest of Building 4 in the center of the property) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- f. Data Center Building 6 (adjacent to Building 5 to the north in the center of the property) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- g. Data Center Building 7 (adjacent to Building 6 to the north in the center of the property) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- h. Data Center Building 8 (adjacent to Building 7 to the north on Campanelli Drive) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- i. Data Center Building 9 (adjacent to Building 8 to the east on Campanelli Drive) is expected to be a three-story building with approximately 100,000 square feet per

floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- j. Data Center Building 10 (northeast of Building 9 across the street on Campanelli Drive) is expected to be a three-story building with approximately 140,000 square feet per floor for a total of approximately 420,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
 - k. Accessory Building 1 (in the center of the site between Building 1 and Building 5) is expected to be a two-story building with approximately 144,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels, natural gas emergency generation resources, battery storage and load balancing system components.
 - l. Accessory Building 2 (adjacent to Building 9) is expected to be a two-story building with approximately 30,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels for substation electrical equipment and utilities.
 - m. Additional Project Site improvements include the construction of an electrical substation and interconnection with the high-voltage electric transmission grid, the installation of natural gas utilities, telecommunications and fiber, water and sewer service infrastructure, stormwater drainage systems, emergency generators, battery storage units, on-site solar photovoltaic systems and integrated carports, asphalt paved driveways, landscape walkways, landscaping and perimeter fencing.
- iii. The substantial long-term additional payments to the City in lieu of taxes that can be used to benefit the Community. The Payment Schedule would result in significant long-term property taxes to support the local community averaging over \$8.5 million dollars in payments over the forty (40) year term, and more than \$11 million per year after the full buildout of the Project. The total payments to the City are expected to be more than \$350 million over the forty (40) year term that can be used to help fund important public services including public education, parks and recreation services, police and fire departments,

housing services, ambulance and emergency medical services, municipal courts, transportation services and public works including street improvements, water, sewers, maintenance and snow removal, among others.

- iv. The significant potential for job creation and opportunities for increased economic development. The Project is expected to produce approximately 1,800 construction jobs for each of the data center buildings that will be built out over the twelve (12) to eighteen (18) year buildout period including technical trades, electrical, plumbing, HVAC and other construction jobs. The Project is also expected to support over 1,200 indirect jobs in local community including engineers, architects, legal, environmental and support and supply services that will provide services to the Project. The Project is also expected to produce over 400 full time, high paying jobs with an average annual salary of over \$100,000 per year. The Project will utilize the skilled workforce in the City and partner with local educational institutions to support the pipeline of high quality, well educated workers that the Project will need over the long-term.
- v. Significant support of economic development and expansion in the City. The Project will promote jobs and economic growth while also facilitating the objectives and goals of the City to develop the City in a responsible manner. The ancillary businesses that will provide services to the Project will foster economic development and help the City achieve its goals and objectives for the Westfield Turnpike Industrial Park at full build out over an expected eight (8) to ten (10) year period of 1,100 jobs and \$1.3 million in additional property tax per year thereafter.
- vi. The substantial public benefits to the local municipal utility Westfield Gas & Electric will benefit the Community. The Project will require electric service, natural gas supply, fiber and water and is expected to partner with the local municipal utility Westfield Gas and Electric (“WG&E”) and the City for these services. WG&E is expected to receive substantial revenue from wholesale electricity services, natural gas supply, and a massive fiber buildout to support the Project. The City will also be supplying water to the Project, which will bring in incremental revenue to the Water Department. WG&E will be able to utilize the additional revenue and investment in the fiber network infrastructure to enhance its already very successful implementation of its Whip City Fiber services in the City.
- vii. The enormous potential economic development benefits of the Project for the City, surrounding communities, the Greater Boston area and the Commonwealth. The Project is expected to become a significant source of new hyperscale data center computing power in the Northeast region. The data center market is very competitive and characterized by clusters of data center providers that will enter markets that allow the data centers to thrive over the long-term while benefiting the community with significant tax revenue, jobs and economic development. The Project has the capability and the likelihood to attract numerous other data centers to the City and surrounding areas. The Commonwealth has

the real opportunity to become the data center hub of the Northeast by utilizing the Project to spur the expansion and growth of the data center market in the state attracting other data center providers to locate to the Commonwealth. Additionally, Boston will have the unique opportunity to capitalize on the growth of the data center market in the City and surrounding areas by attracting companies moving to the City for data center services to relocate their corporate offices to Boston from higher costs and less business friendly areas in the Northeast and across the country.

- viii. The superior quality of the Project is the best use of the Project Site and will consist of high-tech, modern design buildings that will elevate the quality and character of the industrial location. The Project has the potential to completely transform the City into the center of the high-tech, high-growth data center market in the Northeast.

WHEREAS, the Company will acquire a fee interest in the Project Site and will enter into a ground lease of the Project Site (the "Lease") with Servistar DC LLC or their authorized transferees or assignees (the "Lessee");

WHEREAS, the Lease will require that the Lessee make rental payments to, and reimburse the Company for, all payments made by the Company to the City under this Agreement;

WHEREAS, the City's Planning Board (the "Planning Board") approved the Application by a vote on September _____, 2021, adopting a report and decision (the "Planning Board Decision");

WHEREAS, the City's City Council (the "City Council") approved the Application by a vote on October ____, 2021 adopting the Planning Board Decision;

WHEREAS, the Mayor approved the Planning Board Decision on October ____, 2021, and issued a certificate evidencing her approval of the Project;

WHEREAS, the Department approved the Project on November ____, 2021 (the "Approval Date");

WHEREAS, the Company and the Department desire to enter into this Agreement pursuant to Section 18C of M.G.L. c. 121A.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Project will be financed as stated in Paragraph 9 of the Application.
2. The Company will keep the accounts for the Project separate and apart from any other activities conducted by the Company and will not expend income from the Project other than earnings as described in M.G.L. c. 121A, Section 18C(e) upon or for the benefit of any of its other activities.

3. The Company will be bound and subject to the provisions of M.G.L. 121A and the regulations promulgated thereunder, 760 CMR 25.00 et al., as they may be amended, and the rules made pursuant to M.G.L. c.121A §4.
4. The Company shall comply with this Agreement and all zoning, building, health, and fire laws, codes, ordinances, and regulations in effect in the City and applicable thereto, and shall be subject to the provisions of M.G.L. c. 121A, Section 8 in connection therewith, and the regulations at 760 CMR 25.00.
5. The members of the Company (and not others, even affiliates, parents or subsidiaries of the member(s)) in their sole capacity as such and not in their capacity as a lessee or sublessee of, or as a member of any lessee or sublessee of, or any other entity having any interest in the Project or the Project Site, shall not receive or accept, while this Agreement is in force, as net income from the Project any sum in excess of eight percent (8%) of the amount invested by the Company, as described in the Application, in each year in which the Company owns or has owned the Project Site, except that, if in any year the members have received a sum less than the aforesaid eight percent (8%), they may so receive in a subsequent year or years, additional sums not exceeding in the aggregate such deficiency without interest over and above the sum of eight percent (8%) of such amount invested by the them in the Project. Nothing contained in this paragraph, however, shall be applicable to the distribution of profits from the sale of capital assets or equity interest of the Project or the refinancing of any Project loan.
6. In consideration of the exemption from taxation of real and personal property betterments and special assessments and from the payment of any tax, excise or assessment to or for the Commonwealth or any of its political subdivisions on account of the Project, the Company will pay the excises with respect to the Project and Project Site which a corporation would be bound to pay under the formulae and provisions set forth in Section 10 of M.G.L. c. 121A and the Section 6A Agreement executed with the City dated October ____, 2021; provided however, the computation of gross income in Section 10 of M.G.L. c. 121A shall be based upon gross income of the Company, rather than gross income of the Project.
7. The Company agrees that it will:
 - a. Maintain full and accurate accounts, records and books relative to its revenues from all rental and other income, operating costs, a statement of profit and loss, a balance sheet and a statement of disposition of funds for the preceding year for the Project, insofar as they relate to the Lease, and Project Site conforming to general accounting principles;
 - b. Grant to the employees or representatives of the Department at all times during normal business hours access to such accounts, records and books as they relate to the Company's obligations under this Agreement, and M.G.L. c. 121A, as now or may in the future be amended;

- c. Permit the Department or its accountants or auditors to make periodic audits of the Company's accounts and financial records; and
 - d. Furnish to the Department such financial, operating, statistical and other reports, records, statements and documents on a uniform and consistent basis as may periodically or on a one time basis be required by the Department, and copies of contracts entered into by the Company, or other documents in the possession of the Company, as the Department may from time to time require in connection with the Company's obligations under this Agreement and M.G.L. c. 121A. If the Company fails to submit the materials required by the preceding sentence, after reasonable notice to the Company to respond to a request from the Department for such materials, the Department may make an audit of all financial records pertaining to the operations of the Company concerning its obligations hereunder and may engage the services of a private accounting firm to undertake such an audit at the reasonable expense of the Company. If the Company is found to have deliberately withheld or misrepresented information pertaining to Company's obligations hereunder, the Company shall reimburse the City and/or the Department for all expenses incurred as a result of such withholding or such misrepresentation.
8. This Agreement shall become effective on the Approval Date (the "Approval Date"). Notwithstanding the Approval Date, the Company's obligations to make payments pursuant to Paragraph 6 of this Agreement and Paragraphs 3 and 4 of the 6A Agreement shall become effective when the Company begins commercial operations, as evidenced by receipt of a Certificate of Occupancy, of the first data center building or at such earlier time if the Company provides written notice to the City of the effective date (the "Effective Date"), and shall remain in effect for a term ending forty (40) years after the Effective Date unless sooner terminated in accordance with the 6A Agreement. The Company will notify, separately, the Department and the Department of Revenue of the Effective Date of said 6A Agreement.
9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. In the case of the Company, no successor shall benefit from the provisions of this agreement unless it has been approved by the Department under the provisions of M.G.L. c. 121A; provided, however, the Department agrees that the Company shall have the right, with the prior approval of the Department, to transfer, in whole or in part, its rights in this Agreement, to any other entity, including without limitation an affiliate, parent company or subsidiary, that intends to continue to operate the Project subject to such transferee's agreement to be bound to the obligations set forth herein.
10. Except as set forth in Paragraph 9, the Company does hereby covenant and agree with the Department that it will not transfer, assign, or sell or in any manner dispose of its interest in the Project, insofar as they relate to the Lease, and the Project Site prior to the completion of the

Project without the express written consent and approval of the Department as provided for by law in M.G.L. c. 121A.

11. The liability of the Company hereunder shall be limited solely to its interest in the Project, insofar as such interest relates to the Lease, and the Project Site, and no member, partner, venture, trustee, beneficiary, shareholder, officer, director, employee, agent, affiliate, parent company, subsidiary or the like of the Company, Lessee, their respective successors or assigns, or any person or entity directly or indirectly holding any interest in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder or under any agreement or undertaking related hereto or required hereby. After the expiration of the term of this Agreement, or if sooner, its permitted termination, or authorized transfer of the Project Site and its interest in the Project, insofar as such interest relates to the Lease, and the Project Site, the Company shall no longer be subject to the future obligations hereunder, or under M.G.L. c. 121A, and shall have no further liability nor enjoy the rights and privileges hereunder, with respect to the Project, the City agreeing to look solely to such transferee for satisfaction of such future obligations.

12. All notices required pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, address as follows:

If to the City: Mayor
 City of Westfield
 59 Court Street
 Westfield, MA 01085

with copies to: City Solicitor
 City of Westfield
 59 Court Street
 Westfield, MA 01085

and

 City Planner
 City of Westfield
 59 Court Street
 Westfield, MA 01085

If to the Company: Servistar Realities LLC
 Attn: Erik J. Bartone
 One Boston Place
 Suite 2600
 Boston, MA 02108

If to the Lessee: Servistar DC LLC
Attn: Erik J. Bartone
One Boston Place
Suite 2600
Boston, MA 02108

with copies to: Fitzgerald Attorneys At Law, P.C.
46 Center Square
East Longmeadow, MA 01028

Each party may designate a different address provided that notice of said change is first given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the US Postal Service.

13. The obligations of the Company under this Agreement are conditional in all respects upon the issuance to it of all permissions, approvals, favorable reviews, permits and licenses which may be required by the City, State and Federal authorities with respect to the construction of the Project, whether or not the same were specified in the Application.
14. The Company and the Department further agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of M.G.L. c. 121A now applicable to the Project shall not affect this Agreement. Any and all fundamental and non-fundamental, material and nonmaterial changes, deviations, alterations, or additions proposed to be made to the Project or to this Agreement from and after the date of this Agreement, pursuant to M.G.L. c. 121A §§ 13 and 18B, and 760 CMR 25.00, as applicable, shall be subject to the prior review and approval of the Department.
15. Notwithstanding anything to the contrary, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
16. In any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. The Department may enforce compliance with any of the provisions of this Agreement or any of its rules and regulations by an action in a court of appropriate jurisdiction. The Company shall pay to the Department all reasonable costs and expenses, including reasonable attorneys' fees, which may be incurred by the Department in proceedings brought to enforce compliance, to the extent that the Department prevails.

18. The Company shall not effect or execute any covenant, agreement, lease, or other instrument whereby the Project or any part thereof is restricted on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, pregnancy, disability, ancestry or status as a veteran in the lease or occupancy thereof or employment therein.

Executed as a sealed instrument the day and year first written above.

SERVISTAR REALTIES LLC,

By: Erik J. Bartone, Authorized Signor

DEPARTMENT OF HOUSING & COMMUNITY
DEVELOPMENT,

By:

Site Plan Approval, Special Permit and Stormwater Permit

Application, Narrative & Supporting Documents

Under Sections:

Section 6-10 Site Plan Approval, 3-130.3(4) and 3-140.3(2) Special Permit Floor Area, 3-130.6 and 3-140.8 Special Permit Building Height, 4-110 Stormwater, 7-10.7 Shared Parking, 3-140.6(1b) Distance from Residential District and 3-140.6(3) Distance from Street

Proposed Westfield Data Center Campus



81, 85, 91, 97, 103, 115, 191 and 199 Servistar Industrial Way, 0 Egleston Road, 0 Ampad Road, 10 and 15 Campanelli Drive, Westfield, MA 01085

(Assessor's Map 56R, Parcels 18, 19, 107, 106, 105, 103, 30-1B, 30, 47, 98 and 96 and Assessor's Map 63R, Parcels 3-1B, 3-2B, 3-1A and 3-2D)

Applicant and Owner:

Servistar Realities LLC
One Boston Place
Suite 2600
Boston, MA 02108



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SITE PLAN APPROVAL, SPECIAL PERMITS AND STORMWATER PERMIT PROPOSED Westfield Data Center Campus

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SECTION 1
COVER LETTER

Nicholas D. Amanti # ≈
Joseph B. Collins
John E. Drost, Jr.
Frank P. Fitzgerald
Jane L. Mantolesky
Bradford R. Martin, Jr.
Andrea M. O'Connor *
Seth N. Stratton*



* Also admitted in Connecticut
Also admitted in New Jersey
≈ Also admitted in Pennsylvania

Direct e-mail: khb@fitzgeraldattlaw.com

August 13, 2021

Mr. William Carellas, Chair
City of Westfield Planning Board
59 Court Street
Westfield, MA 01085

RE: Proposed Westfield Data Center Campus

Dear Mr. Carellas and Board Members:

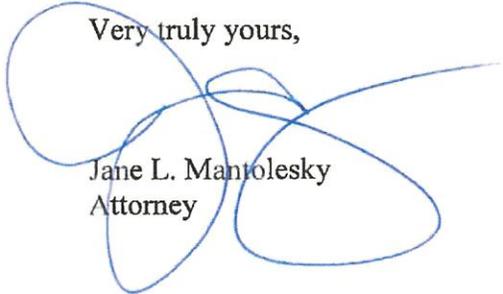
On behalf of Servistar Realities LLC ("Servistar" or the "Applicant"), please find an application for Site Plan Approval, Special Permits and Stormwater Permit with the Planning Board (the "Board") to allow for the construction, operation and maintenance of the Westfield Data Center Campus that consists of ten (10) data center buildings totaling approximately 2.74 million square feet of data center space, two (2) accessory buildings and additional site improvements (the "Project"). The Project is located at 199 Servistar Industrial Way and fourteen other surrounding properties totaling approximately 155.49 acres in the Industrial Zones in the City of Westfield (the "City").

Included herein, please find one (1) original and one (1) copy of the completed application and associated reports including the traffic report, sound report and jobs and economic development report, one (1) full size set and eleven (11) copies of the site plan, two (2) full size sets of the stormwater management plans and one (1) copy of the stormwater report.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

Jane L. Mantolesky
Attorney

A large, blue, handwritten signature of Jane L. Mantolesky is written over the typed name and title.

Enclosures

SECTION 2

CITY OF WESTFIELD ZONING DETERMINATION



Sec. 1-10.4 Form for ZONING PERMIT & ZONING DETERMINATION

- FOR BUILDING DEPARTMENT USE -

1 PROPERTY INFORMATION

STREET ADDRESS Multiple (15 parcels), see attachment
 ASSESSOR'S MAP 56R and 63R LOT See attachment
 ZONING DISTRICT(S) IA and IP OVERLAY DISTRICTS:
 FLOODPLAIN WATER RESOURCE
 PREVIOUS SPECIAL PERMITS, SITE PLAN APPROVALS, FINDINGS OR VARIANCES ISSUED:

MUNIS # 20211788
 PARCEL # 02e700800002A

2 OWNER & APPLICANT INFORMATION

PROPERTY OWNER OF RECORD IS: APPLICANT OTHER PARTY: Multiple owners, see attachment
 APPLICANT Servistar Realities LLC
 REPRESENTATIVE, if any _____
 MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108
 PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

3 PROJECT & SITE DETAILS NOTE: Any omission of requested information may result in an INCOMPLETE determination

No changes to building, site or lot Existing Proposed

LOT SIZE	<u>Multiple</u> SF	<u>See attachment</u> SF
FRONTAGE	_____ FT	_____ FT
BLDG. SETBACKS	FRONT LOT LINE _____ FT	_____ FT
	SIDE LINE (left/right) _____ FT / _____ FT	_____ FT / _____ FT
	REAR LOT LINE _____ FT	_____ FT
BUILDING HEIGHT	_____ FT	_____ FT
TOTAL BLDG. FLOOR AREA	_____ SF	_____ SF
BLDG. COVERAGE (footprint)	_____ SF / _____ % of lot	_____ SF / _____ % of lot
IMPERVIOUS COVERAGE ¹	_____ SF / _____ % of lot	_____ SF / _____ % of lot
PARKING/LOADING SPACES	_____ / _____	_____ / _____
SIGNS (size & type)	_____	_____
WETLAND AREA	_____ SF	_____ SF
UTILITY SERVICES	<input type="checkbox"/> CITY WATER <input type="checkbox"/> CITY SEWER	<input checked="" type="checkbox"/> CITY WATER <input checked="" type="checkbox"/> CITY SEWER

- FOR BUILDING DEPT. REVIEW -

REQ'D	EX. NON-CONF:
_____ LOT SIZE	<input type="checkbox"/>
_____ FRONTAGE	<input type="checkbox"/>
_____ FRONT SB	<input type="checkbox"/>
_____ SIDE SB	<input type="checkbox"/>
_____ REAR SB	<input type="checkbox"/>
_____ BLDG HT	<input type="checkbox"/>
_____ FLOOR AREA LIMIT	<input type="checkbox"/>
_____ LOT COVER	<input type="checkbox"/>
_____ IMPERVIOUS	<input type="checkbox"/>
_____ PARKING	<input type="checkbox"/>
_____ SIGNS	<input type="checkbox"/>
_____	<input type="checkbox"/>
_____	<input type="checkbox"/>
NON-CONFORMING USE	<input type="checkbox"/>

¹Buildings, roofs, driveways, pavements (including gravel), etc. are regulated in the Water Resource Protection District

CURRENT USE OF THE PROPERTY Predominantly vacant land and three buildings. See attachment.

PROPOSED USE OF THE PROPERTY Westfield Data Center Campus (see description below)

PROJECT DESCRIPTION The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements on approximately 155.49 acres comprising fifteen parcels or portions thereof. See attachment which includes the site plan.

I have attached additional narrative, plans or supporting materials (any oversize plans should also be included in an 8.5 x 11" format)

YES NO UNSURE Work is proposed in or within 100' of a wetland or 200' of a stream/river, or construction will occur within the Floodplain district. If so, CONSERVATION COMMISSION review is required.

YES NO UNSURE The project will disturb more than 40,000 square feet (1 acre) of land or is part of a larger project that will. If so, a STORMWATER MANAGEMENT PERMIT is required. NOTE: Other site thresholds (building /impervious area, parking spaces, etc.) may trigger this permit requirement.

Non-Residential and Multi-Family (3+) Residential projects only:

YES NO The project will increase at least one of the following by 25% or more: gross floor area, motor vehicle traffic at or to the site, number of parking spaces, number of tenants or employees.

CERTIFICATION

This determination is based only on the information provided, which I represent as accurate. The issuance of a Zoning Permit does not relieve the Applicant of the responsibility to obtain other zoning or non-zoning permits, as may be required, and this determination is based on the zoning in effect at the issue date and grants no protection from any pending or future zoning changes. Additional information may be requested and required to properly process this form. Any non-zoning related comments provided are cursory in nature; Applicants should follow-up with appropriate City Departments. Sec. 2-144 of the Code of Ordinances authorizes the denial of a license or permit where an outstanding debt or obligation to the City exists. By my signature, I acknowledge the foregoing statements:

SIGNATURE *Ed J. Bostrom* DATE 7/30/21

APPLICANT APPLICANT'S REPRESENTATIVE

FILING INSTRUCTIONS: Deliver this form (no fee required) to the Building Department (413) 572-6251. For digital submissions, please confirm receipt. A complete application will be processed within 30 days. The applicant must pick-up, or arrange for the receipt of, this processed form.

ZONING PERMIT DETERMINATION		~ FOR BUILDING DEPARTMENT USE ONLY ~	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED:	<input type="checkbox"/> The proposed use is not permitted in the subject zoning district	
		<input type="checkbox"/> Only permissible with variance relief from the Zoning Board of Appeals	
<input checked="" type="checkbox"/> APPROVED PENDING ADDITIONAL APPROVAL:			
<u>Per Zoning Ordinance Section(s)</u>		<u>Approval Required</u>	<u>Permitting Authority</u>
1. <u>3-130.3(4)</u>	<u>floor area > 100,000 sq ft</u>	<input checked="" type="checkbox"/> SPECIAL PERMIT(S)	<input checked="" type="checkbox"/> PLANNING BOARD
2. <u>3-140.3(2)</u>	<u>floor area > 100,000 sq ft</u>	<input checked="" type="checkbox"/> SITE PLAN APPROVAL	<input type="checkbox"/> BOARD OF APPEALS
3. <u>3-130.6</u>	<u>building height</u>	<u>1-7 require</u>	<input type="checkbox"/> CITY COUNCIL
4. <u>3-140.8</u>	<u>building height</u>	<u>P.B. Approval</u>	
5. <u>6-10</u>	<u>site plan</u>		
CITY BUILDING OFFICIAL <u><i>Blair</i></u>		ISSUE DATE <u>Aug 3, 2021</u>	

This determination may be appealable to the Zoning Board of Appeals under the provisions of MGL Ch. 43A Sec. 8.

6. 4-110 - STORMWATER

7. 7-10.7 - shared parking

8. 3-140.6(1b) - < 200' from res. property

9. 3-140.6(3) - < 50' from street

> 2 BA / variance # 839

SECTION 3

CITY OF WESTFIELD ZONING APPLICATION AND FILING FEE

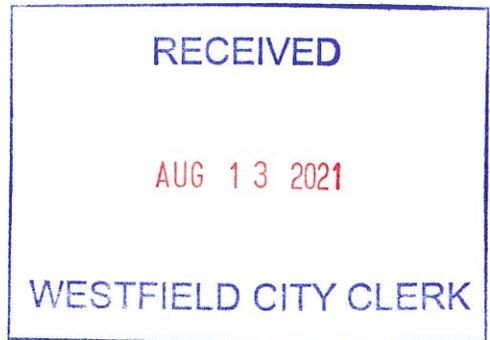


CITY OF WESTFIELD
ZONING APPLICATION



ORIGINAL

RESERVED FOR CITY USE



PROPERTY

STREET ADDRESS Multiple (15 parcels), see attachments

ZONING DISTRICT IA and IP OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R and 63R LOT See attachments

DEED REFERENCE: BOOK See attachments PAGE See attachments

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

CC FILE # 2948

MUNIS # _____

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Multiple owners, see attachments C/O _____

MAILING ADDRESS _____

PHONE _____ EMAIL _____

PERMITTING

Approval(s) Sought:

Permitting Authority:
(Check ONE only)

Subject Zoning Ordinance Section(s):

SPECIAL PERMIT(s)

CITY COUNCIL

3-130.3(4)

Special Permit Floor Area

SITE PLAN APPROVAL

PLANNING BOARD

3-140.3(2)

Special Permit Floor Area

STORMWATER PERMIT *addendum*

ZONING BOARD OF APPEALS

6-10

Site Plan Approval

Petition for VARIANCE (ZBA)

4-110

Storm Water Permit

Administrative APPEAL (ZBA)

Seeking an AMENDMENT to a previously issued approval (attached) File # _____

* See additional sections below from Zoning Determination

List any prior zoning approvals in effect _____

You must have filed a [Zoning Determination Form](#) with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

*3-130.6, 3-140.8 Special Permit Building Height, 7-10.7 Shared Parking, 3-140.6(1b) Distance from Residential District and 3-140.6(3) Distance from Street



ORIGINAL

EXISTING USE / CURRENT CONDITIONS

Property description Predominantly vacant land and three buildings. See attachments.

Neighborhood description The subject property and adacent properties are zoned Industrial A and Industrial Park

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

See attachments.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

With this application and its supporting documents, I acknowledge the following: All materials submitted are records made available for public inspection (including via the City's web site) and are represented as true and accurate by the Applicant, who shall bear the burden of evidence; Applicant will be billed directly by the newspaper and is responsible for prompt PAYMENT OF INVOICES for the required legal notices; Owner grants permission to the permit granting authority, and its agent, to view, enter upon and photograph the subject property prior to acting on this application, and through completion of the subject construction and/or issuance of the final certificate of occupancy; All property owners within 300' of the lot line will be notified of this application, the public hearing and of the final action of the permitting authority, including their rights of appeal; If a list of such owners is not appended hereto (as prepared by the Assessor within 30 days prior to filing this application, including from any adjacent municipality's assessor if the property is within 300' of the City line), Applicant is responsible for the costs associated with the preparation of such list; Per Code of Ordinances Division 4, Section 2-144, a license or permit may be denied where an outstanding debt obligation to the City exists; If a permit or relief is granted, Applicant is responsible for recording such document at the Hampden County Registry of Deeds, at his/her expense, after the expiration of the 20-day appeal period; such permit will run with the land and may be binding on future parties, including required compliance with any conditions attached to the permit; Applicant's specified representative may be used as the primary contact person; If an email address is provided, email may be used as the primary form of contact for administrative matters; Testimony during the public hearing may be recorded, broadcast and re-broadcast and will be reflected in the official record of proceedings; It is my responsibility to comply with all applicable codes and ordinances and to obtain any other zoning or non-zoning permits, licenses or approvals as required; If the listed applicant and/or owner is not a natural person or is multiple persons, I am authorized to so act as signatory on behalf of same.

APPLICANT'S SIGNATURE [Signature] DATE August 13, 2021

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) See attached owner's signatures DATE

Printed Name Multiple owners, see attachments

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ 4,025 (from Fee Schedule)
SUPPORTING MATERIALS (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in digital (PDF) format (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
For All filings: anticipated PAYMENT FOR LEGAL AD - Applicants will be invoiced directly by the Westfield News at the current rate (City staff will prepare and submit the required legal notices for publishing)
For Variances only: the completed VARIANCE JUSTIFICATION STATEMENT page
For Appeals only: a SEPARATE LETTER to the Zoning Board of Appeals describing the grounds for your appeal of a written administrative zoning decision, order or action. This application must bear the City Clerk's date stamp within 30 days of the date of such document, copied to the Superintendent of Buildings or other party being appealed (MGL Ch.40A Sec. 8, 15).

FILING INSTRUCTIONS

For PLANNING BOARD and ZONING BOARD OF APPEALS: digital/scanned submissions are accepted by the Planning Department via j.vinskey@cityofwestfield.org (fees and any paper copies must be mailed or delivered). For CITY COUNCIL and for any board application where a record filing date is sought, deliver application package directly to the City Clerk and as pursuant to Sec. 1-50.2, 1-30.3 and 6-10.3.



CITY OF WESTFIELD
ZONING APPLICATION

PROPERTY

STREET ADDRESS 0 Ampad Road

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-96, 97, 98 LOT 11 (portion of), 13, 14

DEED REFERENCE: BOOK 16557, 345 PAGE 462, 53-57

CC FILE # _____

MUNIS # _____

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Pioneer Valley Railroad Company, Inc. C/O Thomas C. Owen, Jr.

MAILING ADDRESS 94 North Elm Street, Suite 404, Westfield, MA 01085

PHONE (413) 568-3331 EMAIL _____

PERMITTING

Approval(s) Sought:

SPECIAL PERMIT(s)

SITE PLAN APPROVAL

STORMWATER PERMIT addendum

Petition for VARIANCE (ZBA)

Administrative APPEAL (ZBA)

Permitting Authority:

(Check ONE only)

CITY COUNCIL

PLANNING BOARD

ZONING BOARD OF APPEALS

Seeking an AMENDMENT to a previously issued approval (attached) File # _____

Subject Zoning Ordinance Section(s):

3-130.3(4)

Special Permit

3-130.6

Special Permit

6-10

Site Plan Approval

4-110

Storm Water Permit

List any prior zoning approvals in effect _____

! You must have filed a Zoning Determination Form with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Vacant land.

Neighborhood description The subject properties are zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site

improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres. There is no planned

development on the subject properties. (attach additional pages as necessary)

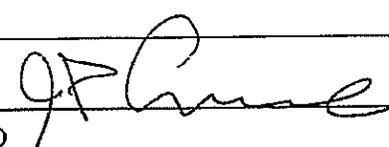
I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

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APPLICANT'S SIGNATURE _____ DATE _____

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) 

DATE 8/11/21

Printed Name John Levine, CEO

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
- FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ _____ (from Fee Schedule)
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FILING INSTRUCTIONS

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CITY OF WESTFIELD
ZONING APPLICATION

RESERVED FOR CITY USE

PROPERTY

STREET ADDRESS 199 Servistar Industrial Way (0 Egleston Rd)

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-30 LOT _____

DEED REFERENCE: BOOK 6723 PAGE 522

CC FILE # _____

MUNIS # _____

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Arthur L. Clark Family Realty Trust C/O James Clark

MAILING ADDRESS 199 Servistar Industrial Way, Westfield, MA 01085

PHONE _____ EMAIL jclark.science@gmail.com

PERMITTING

Approval(s) Sought:

Permitting Authority:
(Check ONE only)

Subject Zoning Ordinance Section(s):

SPECIAL PERMIT(s)

CITY COUNCIL

3-130.3(4)

Special Permit

SITE PLAN APPROVAL

PLANNING BOARD

3-130.6

Special Permit

STORMWATER PERMIT *addendum*

ZONING BOARD OF APPEALS

6-10

Site Plan Approval

Petition for VARIANCE (ZBA)

4-110

Storm Water Permit

Administrative APPEAL (ZBA) Seeking an AMENDMENT to a previously issued approval (attached) File # _____

List any prior zoning approvals in effect _____

! You must have filed a [Zoning Determination Form](#) with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Vacant land.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

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APPLICANT'S SIGNATURE _____ DATE _____

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different)  Trustee DATE 8/6/2021

Printed Name James F. Clark

APPLICATION CHECKLIST

- Processed **ZONING DETERMINATION FORM** from the Building Department - or copy of the **PREVIOUS PERMIT** to amend - or copy of the **ADMINISTRATIVE ACTION** which is the subject of an appeal
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CITY OF WESTFIELD
ZONING APPLICATION

PROPERTY

STREET ADDRESS 81 Servistar Industrial Way

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-18 LOT L-6

DEED REFERENCE: BOOK 17574 PAGE 223

CC FILE # _____

MUNIS # _____

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APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Louis J. Scarfo C/O _____

MAILING ADDRESS 81 Servistar Industrial Way, Westfield, MA 01085

PHONE _____ EMAIL _____

PERMITTING

Approval(s) Sought:

- SPECIAL PERMIT(s)
- SITE PLAN APPROVAL
- STORMWATER PERMIT *addendum*
- Petition for VARIANCE (ZBA)
- Administrative APPEAL (ZBA)

Permitting Authority:
(Check ONE only)

- CITY COUNCIL
- PLANNING BOARD
- ZONING BOARD OF APPEALS
- Seeking an AMENDMENT to a previously issued approval (attached) File # _____

Subject Zoning Ordinance Section(s):

- 3-130.3(4) Special Permit
- 3-130.6 Special Permit
- 6-10 Site Plan Approval
- 4-110 Storm Water Permit

List any prior zoning approvals in effect _____

You must have filed a Zoning Determination Form with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Vacant land.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

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APPLICANT'S SIGNATURE _____ DATE _____

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) Louis J. Scarfo DATE 8-6-21

Printed Name Louis J. Scarfo

APPLICATION CHECKLIST

- Processed **ZONING DETERMINATION FORM** from the Building Department - or copy of the **PREVIOUS PERMIT** to amend - or copy of the **ADMINISTRATIVE ACTION** which is the subject of an appeal
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FILING INSTRUCTIONS

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CITY OF WESTFIELD
ZONING APPLICATION

RESERVED FOR CITY USE

PROPERTY

STREET ADDRESS 103 Servistar Industrial Way, 0 Egleston Rd

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-47, 105 LOT L-3A, L2

DEED REFERENCE: BOOK 21557 PAGE 290

CC FILE # _____

MUNIS # _____

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APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME H&H County RE LLC C/O Marc C. Pignatare

MAILING ADDRESS 103 Servistar Industrial Way, Westfield, MA 01085

PHONE _____ EMAIL _____

PERMITTING

Approval(s) Sought:

Permitting Authority:
(Check ONE only)

Subject Zoning Ordinance Section(s):

SPECIAL PERMIT(s)

CITY COUNCIL

3-130.3(4)

Special Permit

SITE PLAN APPROVAL

PLANNING BOARD

3-130.6

Special Permit

STORMWATER PERMIT *addendum*

ZONING BOARD OF APPEALS

6-10

Site Plan Approval

Petition for VARIANCE (ZBA)

4-110

Storm Water Permit

Administrative APPEAL (ZBA) Seeking an AMENDMENT to a previously issued approval (attached) File # _____

List any prior zoning approvals in effect _____

You must have filed a [Zoning Determination Form](#) with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Commercial building and vacant land.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

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APPLICANT'S SIGNATURE DATE

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) DATE 8/6/21

Printed Name Marc C. Pignatare

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
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SUPPORTING MATERIALS (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in digital (PDF) format (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
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CITY OF WESTFIELD
ZONING APPLICATION

PROPERTY

STREET ADDRESS 10 and 15 Campanelli Drive

ZONING DISTRICT IP **OVERLAY (if any)** _____

ASSESSOR'S REFERENCE: MAP 63R **LOT** 3-1A, 3-1B, 3-2D

DEED REFERENCE: BOOK 18422 **PAGE** 501

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC **C/O** _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 **EMAIL** ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC **CONTACT PERSON** Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 **EMAIL** jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Campanelli Westfield II LLC **C/O** Robert C. DeMarco

MAILING ADDRESS One Campanelli Drive, Braintree, MA 02185

PHONE (781) 849-1440 **EMAIL** _____

PERMITTING

Approval(s) Sought:

Permitting Authority:
(Check ONE only)

Subject Zoning Ordinance Section(s):

- | | | | |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------|---------------------------|
| <input checked="" type="checkbox"/> SPECIAL PERMIT(s) | <input type="checkbox"/> CITY COUNCIL | <u>3-140.3(2)</u> | <u>Special Permit</u> |
| <input checked="" type="checkbox"/> SITE PLAN APPROVAL | <input checked="" type="checkbox"/> PLANNING BOARD | <u>3-140.8</u> | <u>Special Permit</u> |
| <input checked="" type="checkbox"/> STORMWATER PERMIT addendum | <input type="checkbox"/> ZONING BOARD OF APPEALS | <u>6-10</u> | <u>Site Plan Approval</u> |
| <input type="checkbox"/> Petition for VARIANCE (ZBA) | | <u>4-110</u> | <u>Storm Water Permit</u> |
| <input type="checkbox"/> Administrative APPEAL (ZBA) | <input type="checkbox"/> Seeking an AMENDMENT to a previously issued approval (attached) File # _____ | | |

List any prior zoning approvals in effect _____

You must have filed a [Zoning Determination Form](#) with the Building Department before requesting a special permit, site plan approval or variance (Sec 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Vacant land.

Neighborhood description The subject property is zoned Industrial Park

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

With this application and its supporting documents, I acknowledge the following: All materials submitted are records made available for public inspection (including via the City's web site) and are represented as true and accurate by the Applicant, who shall bear the burden of evidence; Applicant will be billed directly by the newspaper and is responsible for prompt PAYMENT OF INVOICES for the required legal notices; Owner grants permission to the permit granting authority, and its agent, to view, enter upon and photograph the subject property prior to acting on this application, and through completion of the subject construction and/or issuance of the final certificate of occupancy; All property owners within 300' of the lot line will be notified of this application, the public hearing and of the final action of the permitting authority, including their rights of appeal; If a list of such owners is not appended hereto (as prepared by the Assessor within 30 days prior to filing this application, including from any adjacent municipality's assessor if the property is within 300' of the City line), Applicant is responsible for the costs associated with the preparation of such list; Per Code of Ordinances Division 4, Section 2-144, a license or permit may be denied where an outstanding debt obligation to the City exists; If a permit or relief is granted, Applicant is responsible for recording such document at the Hampden County Registry of Deeds, at his/her expense, after the expiration of the 20-day appeal period; such permit will run with the land and may be binding on future parties, including required compliance with any conditions attached to the permit. Applicant's specified representative may be used as the primary contact person; If an email address is provided, email may be used as the primary form of contact for administrative matters; Testimony during the public hearing may be recorded, broadcast and re-broadcast and will be reflected in the official record of proceedings; It is my responsibility to comply with all applicable codes and ordinances and to obtain any other zoning or non-zoning permits, licenses or approvals as required; If the listed applicant and/or owner is not a natural person or is multiple persons, I am authorized to so act as signatory on behalf of same.

APPLICANT'S SIGNATURE DATE

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) DATE

Printed Name Robert C. DeMarco, as authorized signer for Campanelli Westfield II LLC, and not individually

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ (from Fee Schedule)
SUPPORTING MATERIALS (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in digital (PDF) format (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
For All filings: anticipated PAYMENT FOR LEGAL AD - Applicants will be invoiced directly by the Westfield News at the current rate (City staff will prepare and submit the required legal notices for publishing)
For Variances only: the completed VARIANCE JUSTIFICATION STATEMENT page
For Appeals only: a SEPARATE LETTER to the Zoning Board of Appeals describing the grounds for your appeal of a written administrative zoning decision, order or action. This application must bear the City Clerk's date stamp within 30 days of the date of such document, copied to the Superintendent of Buildings or other party being appealed (MGL Ch.40A Sec. 8, 15).

FILING INSTRUCTIONS

For PLANNING BOARD and ZONING BOARD OF APPEALS: digital/scanned submissions are accepted by the Planning Department via l.vinskey@cityofwestfield.org (fees and any paper copies must be mailed or delivered). For CITY COUNCIL and for any board application where a record filing date is sought, deliver application package directly to the City Clerk and as pursuant to Sec. 1-50.2, 1-30.3 and 6-10.3.



CITY OF WESTFIELD
ZONING APPLICATION

RESERVED FOR CITY USE

PROPERTY

STREET ADDRESS 85 Servistar Industrial Way

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-19 LOT L-5, 5 acre portion

DEED REFERENCE: BOOK 11348 PAGE 506

CC FILE # _____
MUNIS # _____

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME A&C Associates Limited Partnership L.L.P. C/O John Adam

MAILING ADDRESS 85 Servistar Industrial Way, Westfield, MA 01085

PHONE 413-562-4337 EMAIL jadam@mtgfab.com

PERMITTING

Approval(s) Sought:

Permitting Authority:
(Check ONE only)

Subject Zoning Ordinance Section(s):

- | | | | |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------|---------------------------|
| <input checked="" type="checkbox"/> SPECIAL PERMIT(s) | <input type="checkbox"/> CITY COUNCIL | <u>3-130.3(4)</u> | <u>Special Permit</u> |
| <input checked="" type="checkbox"/> SITE PLAN APPROVAL | <input checked="" type="checkbox"/> PLANNING BOARD | <u>3-130.6</u> | <u>Special Permit</u> |
| <input checked="" type="checkbox"/> STORMWATER PERMIT <i>addendum</i> | <input type="checkbox"/> ZONING BOARD OF APPEALS | <u>6-10</u> | <u>Site Plan Approval</u> |
| <input type="checkbox"/> Petition for VARIANCE (ZBA) | | <u>4-110</u> | <u>Storm Water Permit</u> |
| <input type="checkbox"/> Administrative APPEAL (ZBA) | <input type="checkbox"/> Seeking an AMENDMENT to a previously issued approval (attached) File # _____ | | |

List any prior zoning approvals in effect _____

You must have filed a Zoning Determination Form with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description The portion of the property that is part of the project is vacant land.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

With this application and its supporting documents, I acknowledge the following: All materials submitted are records made available for public inspection (including via the City's web site) and are represented as true and accurate by the Applicant, who shall bear the burden of evidence; Applicant will be billed directly by the newspaper and is responsible for prompt PAYMENT OF INVOICES for the required legal notices; Owner grants permission to the permit granting authority, and its agent, to view, enter upon and photograph the subject property prior to acting on this application, and through completion of the subject construction and/or issuance of the final certificate of occupancy; All property owners within 300' of the lot line will be notified of this application, the public hearing and of the final action of the permitting authority, including their rights of appeal. If a list of such owners is not appended hereto (as prepared by the Assessor within 30 days prior to filing this application, including from any adjacent municipality's assessor if the property is within 300' of the City line), Applicant is responsible for the costs associated with the preparation of such list; Per Code of Ordinances Division 4, Section 2-144, a license or permit may be denied where an outstanding debt obligation to the City exists; If a permit or relief is granted, Applicant is responsible for recording such document at the Hampden County Registry of Deeds, at his/her expense, after the expiration of the 20-day appeal period; such permit will run with the land and may be binding on future parties, including required compliance with any conditions attached to the permit; Applicant's specified representative may be used as the primary contact person; If an email address is provided, email may be used as the primary form of contact for administrative matters; Testimony during the public hearing may be recorded, broadcast and re-broadcast and will be reflected in the official record of proceedings; It is my responsibility to comply with all applicable codes and ordinances and to obtain any other zoning or non-zoning permits, licenses or approvals as required; If the listed applicant and/or owner is not a natural person or is multiple persons, I am authorized to so act as signatory on behalf of same.

APPLICANT'S SIGNATURE _____ DATE _____

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) John Adam DATE 8/6/2021

Printed Name John Adam

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
- FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ _____ (from Fee Schedule)
- SUPPORTING MATERIALS (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in digital (PDF) format (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
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FILING INSTRUCTIONS

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CITY OF WESTFIELD
ZONING APPLICATION

PROPERTY

STREET ADDRESS 91 Servistar Industrial Way

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-107 LOT L-4, 2 acre portion

DEED REFERENCE: BOOK 16393 PAGE 372

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Macabee, LLC C/O Steve Flint

MAILING ADDRESS 91 Servistar Industrial Way, Westfield, MA 01085

PHONE (413) 562-1354 EMAIL Steve@pgtechnologiesinc.com

PERMITTING

Approval(s) Sought:

Permitting Authority:
(Check ONE only)

Subject Zoning Ordinance Section(s):

- | | | | |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------|---------------------------|
| <input checked="" type="checkbox"/> SPECIAL PERMIT(s) | <input type="checkbox"/> CITY COUNCIL | <u>3-130.3(4)</u> | <u>Special Permit</u> |
| <input checked="" type="checkbox"/> SITE PLAN APPROVAL | <input checked="" type="checkbox"/> PLANNING BOARD | <u>3-130.6</u> | <u>Special Permit</u> |
| <input checked="" type="checkbox"/> STORMWATER PERMIT addendum | <input type="checkbox"/> ZONING BOARD OF APPEALS | <u>6-10</u> | <u>Site Plan Approval</u> |
| <input type="checkbox"/> Petition for VARIANCE (ZBA) | | <u>4-110</u> | <u>Storm Water Permit</u> |
| <input type="checkbox"/> Administrative APPEAL (ZBA) | <input type="checkbox"/> Seeking an AMENDMENT to a previously issued approval (attached) File # _____ | | |

List any prior zoning approvals in effect _____

! You must have filed a [Zoning Determination Form](#) with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description The portion of the property that is part of the project is vacant land.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

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APPLICANT'S SIGNATURE

DATE

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different)

DATE

Printed Name Steve Flint

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ (from Fee Schedule)
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CITY OF WESTFIELD
ZONING APPLICATION

RESERVED FOR CITY USE

PROPERTY

STREET ADDRESS 97 Servistar Industrial Way

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-106 LOT L-3B, 2 acre portion

DEED REFERENCE: BOOK 10449 PAGE 277

CC FILE # _____

MUNIS # _____

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME Whitetail Realty LLP C/O Bruce Scheible

MAILING ADDRESS 97 Servistar Industrial Way, Westfield, MA 01085

PHONE 413-562-6363 ext.#101 EMAIL Bruce@WestekAW.com

PERMITTING

Approval(s) Sought:

SPECIAL PERMIT(s)

SITE PLAN APPROVAL

STORMWATER PERMIT addendum

Petition for VARIANCE (ZBA)

Administrative APPEAL (ZBA)

Permitting Authority:
(Check ONE only)

CITY COUNCIL

PLANNING BOARD

ZONING BOARD OF APPEALS

Seeking an AMENDMENT to a previously issued approval (attached) File # _____

Subject Zoning Ordinance Section(s):

3-130.3(4) Special Permit

3-130.6 Special Permit

6-10 Site Plan Approval

4-110 Storm Water Permit

List any prior zoning approvals in effect _____

! You must have filed a [Zoning Determination Form](#) with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description The portion of the property that is part of the project is vacant land.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

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APPLICANT'S SIGNATURE DATE

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different) DATE 8.7.2021

Printed Name Bruce Scheible

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ (from Fee Schedule)
SUPPORTING MATERIALS (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in digital (PDF) format (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
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CITY OF WESTFIELD
ZONING APPLICATION

RESERVED FOR CITY USE

PROPERTY

STREET ADDRESS 115 Servistar Industrial Way

ZONING DISTRICT IA OVERLAY (if any)

ASSESSOR'S REFERENCE: MAP 56R-103 LOT L-1

DEED REFERENCE: BOOK 22432 PAGE 503

CC FILE #

MUNIS #

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME O'Leary-Vincunas LLC C/O Ken Vincunas

MAILING ADDRESS 200 Silver Street, Suite 201, Agawam, MA 01001

PHONE EMAIL kvincunas@devassociates.com

PERMITTING

Approval(s) Sought:

Permitting Authority: (Check ONE only)

Subject Zoning Ordinance Section(s):

SPECIAL PERMIT(s)

CITY COUNCIL

3-130.3(4)

Special Permit

SITE PLAN APPROVAL

PLANNING BOARD

3-130.6

Special Permit

STORMWATER PERMIT addendum

ZONING BOARD OF APPEALS

6-10

Site Plan Approval

Petition for VARIANCE (ZBA)

4-110

Storm Water Permit

Administrative APPEAL (ZBA)

Seeking an AMENDMENT to a previously issued approval (attached) File #

List any prior zoning approvals in effect

You must have filed a Zoning Determination Form with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Commercial building.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

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APPLICANT'S SIGNATURE _____ DATE _____

Printed Name Erik J. Bartonc

PROPERTY OWNER'S SIGNATURE (if different)  DATE August 9, 2021

Printed Name Ken Vincunas

APPLICATION CHECKLIST

- Processed ZONING DETERMINATION FORM from the Building Department - or copy of the PREVIOUS PERMIT to amend - or copy of the ADMINISTRATIVE ACTION which is the subject of an appeal
- FILING FEE (non-refundable) - made payable to the 'City of Westfield' Amount \$ _____ (from Fee Schedule)
- SUPPORTING MATERIALS (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in digital (PDF) format (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
- For All filings: anticipated PAYMENT FOR LEGAL AD - Applicants will be invoiced directly by the Westfield News at the current rate (City staff will prepare and submit the required legal notices for publishing)
- For Variances only: the completed VARIANCE JUSTIFICATION STATEMENT page
- For Appeals only: a SEPARATE LETTER to the Zoning Board of Appeals describing the grounds for your appeal of a written administrative zoning decision, order or action. This application must bear the City Clerk's date stamp within 30 days of the date of such document, copied to the Superintendent of Buildings or other party being appealed (MGL Ch.40A Sec. 8, 15).

FILING INSTRUCTIONS

For PLANNING BOARD and ZONING BOARD OF APPEALS: digital/scanned submissions are accepted by the Planning Department via j.vinskey@cityofwestfield.org (fees and any paper copies must be mailed or delivered). For CITY COUNCIL, and for any board application where a record filing date is sought, deliver application package directly to the City Clerk and as pursuant to Sec. 1-50.2, 1-30.3 and 6-10.3.



CITY OF WESTFIELD
ZONING APPLICATION

PROPERTY

STREET ADDRESS 191 Servistar Industrial Way

ZONING DISTRICT IA OVERLAY (if any) _____

ASSESSOR'S REFERENCE: MAP 56R-30-1B LOT _____

DEED REFERENCE: BOOK 19372 PAGE 598

CC FILE # _____

MUNIS # _____

Checked box is attestation that the property has no outstanding debt obligation to the City (verification may be obtained from the Business License Office prior to filing)

APPLICANT

NAME Servistar Realities LLC C/O _____

MAILING ADDRESS One Boston Place, Suite 2600, Boston, MA 02108

PHONE (860) 841-2853 EMAIL ebartone@servistarllc.com

Applicant's Representative (if any)

FIRM Fitzgerald Attorneys at Law, PC CONTACT PERSON Jane Mantolesky

MAILING ADDRESS 46 Center Square, East Longmeadow, MA 01028

PHONE (413) 206-5582 EMAIL jlm@fitzgeraldatlaw.com

Checked box indicates representative is to be billed for the legal ads (Applicant will be billed otherwise)

CURRENT PROPERTY OWNER

Same as Applicant

NAME 191 Servistar Realty, LLC C/O Daniel Peters

MAILING ADDRESS 191 Servistar Industrial Way, Westfield, MA 01085

PHONE _____ EMAIL dp5335701@hotmail.com

PERMITTING

Approval(s) Sought:

SPECIAL PERMIT(S)

SITE PLAN APPROVAL

STORMWATER PERMIT *addendum*

Petition for VARIANCE (ZBA)

Administrative APPEAL (ZBA)

Permitting Authority:
(Check ONE only)

CITY COUNCIL

PLANNING BOARD

ZONING BOARD OF APPEALS

Seeking an AMENDMENT to a previously issued approval (attached) File # _____

Subject Zoning Ordinance Section(s):

3-130.3(4) Special Permit

3-130.6 Special Permit

6-10 Site Plan Approval

4-110 Storm Water Permit

List any prior zoning approvals in effect _____

You must have filed a Zoning Determination Form with the Building Department before requesting a special permit, site plan approval or variance (Sec. 1-10.4)

EXISTING USE / CURRENT CONDITIONS

Property description Commercial building.

Neighborhood description The subject property is zoned Industrial A

I have already discussed this application with my neighbors (recommended prior to filing).

PROPOSED USE / PROJECT SUMMARY

The Westfield Data Center Campus consists of 10 data center buildings, 2 accessory buildings and additional site improvements located on fifteen parcels or portions thereof totaling approximately 155.49 acres.

(attach additional pages as necessary)

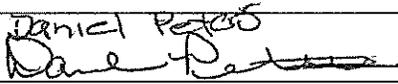
I have reviewed the relevant findings and criteria described in the Zoning Ordinance, upon which my application will be adjudicated.

ACKNOWLEDGEMENT

With this application and its supporting documents, I acknowledge the following: All materials submitted are records made available for public inspection (including via the City's web site) and are represented as true and accurate by the Applicant, who shall bear the burden of evidence; Applicant will be billed directly by the newspaper and is responsible for prompt PAYMENT OF INVOICES for the required legal notices; Owner grants permission to the permit granting authority, and its agent, to view, enter upon and photograph the subject property prior to acting on this application, and through completion of the subject construction and/or issuance of the final certificate of occupancy; All property owners within 300' of the lot line will be notified of this application, the public hearing and of the final action of the permitting authority, including their rights of appeal; If a list of such owners is not appended hereto (as prepared by the Assessor within 30 days prior to filing this application, including from any adjacent municipality's assessor if the property is within 300' of the City line), Applicant is responsible for the costs associated with the preparation of such list; Per Code of Ordinances Division 4, Section 2-144, a license or permit may be denied where an outstanding debt obligation to the City exists; If a permit or relief is granted, Applicant is responsible for recording such document at the Hampden County Registry of Deeds, at his/her expense, after the expiration of the 20-day appeal period; such permit will run with the land and may be binding on future parties, including required compliance with any conditions attached to the permit; Applicant's specified representative may be used as the primary contact person; If an email address is provided, email may be used as the primary form of contact for administrative matters; Testimony during the public hearing may be recorded, broadcast and re-broadcast and will be reflected in the official record of proceedings; It is my responsibility to comply with all applicable codes and ordinances and to obtain any other zoning or non-zoning permits, licenses or approvals as required; If the listed applicant and/or owner is not a natural person or is multiple persons, I am authorized to so act as signatory on behalf of same.

APPLICANT'S SIGNATURE _____ DATE _____

Printed Name Erik J. Bartone

PROPERTY OWNER'S SIGNATURE (if different)  DATE 8-6-21

Printed Name 191 Servistar Realty, LLC by Daniel Peters, Manager

APPLICATION CHECKLIST

- Processed **ZONING DETERMINATION FORM** from the Building Department - or copy of the **PREVIOUS PERMIT** to amend - or copy of the **ADMINISTRATIVE ACTION** which is the subject of an appeal
- FILING FEE** (non-refundable) - made payable to the 'City of Westfield' Amount \$ _____ (from Fee Schedule)
- SUPPORTING MATERIALS** (as required or warranted as part of your application): Site plans, narratives, reports, maps, calculations, architectural plans/elevations, etc. Please provide these materials in **digital (PDF) format** (paper copies of any materials may also be requested after filing). For Stormwater Permits, include paper site plans with the submission.
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FILING INSTRUCTIONS

For **PLANNING BOARD** and **ZONING BOARD OF APPEALS**: digital/scanned submissions are accepted by the Planning Department via j.vinskey@cityofwestfield.org (fees and any paper copies must be mailed or delivered). For **CITY COUNCIL** and for any board application where a record filing date is sought, deliver application package directly to the City Clerk and as pursuant to Sec. 1-50.2, 1-30.3 and 6-10.3.

SECTION 4

PROJECT AREA AND DEEDS

The Westfield Data Center Campus (the “Westfield Campus” or the “Project”) is a state-of-the-art hyperscale data center campus consisting of ten (10) data center buildings totaling approximately 2.74 million square feet of data center space that will be built out in a phased approach over an estimated twelve (12) to eighteen (18) year period. The Project will additionally include the construction of accessory buildings, an electrical substation and interconnection with the high-voltage electric transmission grid, emergency generators, the installation of natural gas utilities, telecommunications and fiber, water and sewer service infrastructure, stormwater drainage systems, site improvements, parking facilities, landscaping and perimeter fencing.

The Project is located at 199 Servistar Industrial Way and fourteen other surrounding properties in the City of Westfield (the “City”) totaling approximately 155.49 acres (the “Project Area”) in North Side of the City along the Route 10/202 corridor in the two industrial districts in the City, Industrial A and Industrial Park, where industrial development has been concentrated over the last decade. Although the Project Area is located in the City’s two industrial districts, the parcels are difficult to develop due the wetlands in the area and the habitat for the Eastern Box Turtle. Three of the parcels consisting of approximately 52.15 acres are comprised primarily of wetlands and portions of the Project Area are located on the aquifer. There is no planned development in these areas in order to mitigate environmental impacts.

The Project Area primarily consists of vacant land and three commercial buildings and is surrounded primarily by industrial warehouse distribution centers and commercial buildings. It is bordered (i) to the north by undeveloped land, the Home Depot Distribution Center, the AGNL Grocery Distribution Center and the Preferred Freezer Warehouse and Distribution Center, (ii) to the east by industrial and commercial uses, a residential neighborhood and the Westfield-Barnes Regional Airport, (iii) to the south by vacant land and the Lowes Distribution Center, and (iv) to the west by vacant land, the Duie Pyle Distribution Center, the Pioneer Valley rail service, commercial and industrial buildings, a residential neighborhood and the new Westfield Turnpike Industrial Park being developed by the City.

The superior quality of the Westfield Campus is the best use of the Project Area. The Project will consist of high-tech, modern design buildings that will elevate the quality and character of the industrial location and help transform the City into the center of the high-tech, high-growth data center market in the northeast.

DBS Energy Inc. (“DBS”) has entered into purchase and sale agreements with the current property owners of the fifteen parcels of land and portions thereof that comprise the Project Area. The purchase and sale agreements provide for due diligence on the parcels and regulatory approvals of the Project prior to closing. Upon closing, the parcels will be transferred to Servistar Realities LLC.

Below is a Project Area Map identifying the Project Area location and surrounding properties, a list of current owners of the fifteen parcels comprising the Project Area, a Project Plan Map, Metes and Bound Descriptions, and the Deeds with the Property Cards of the Project Area.

WESTFIELD CAMPUS PROPERTY DELINEATION AND ADJACENT PROPERTY OWNERS

C&S Wholesale Grocers
Distribution Facility
50 Summit Lock Road
Westfield MA

Preferred Freezer Services
Distribution Facility
45 Campanelli Drive
Westfield MA

Home Depot Regional
Distribution Facility
50 Campanelli Drive
Westfield MA

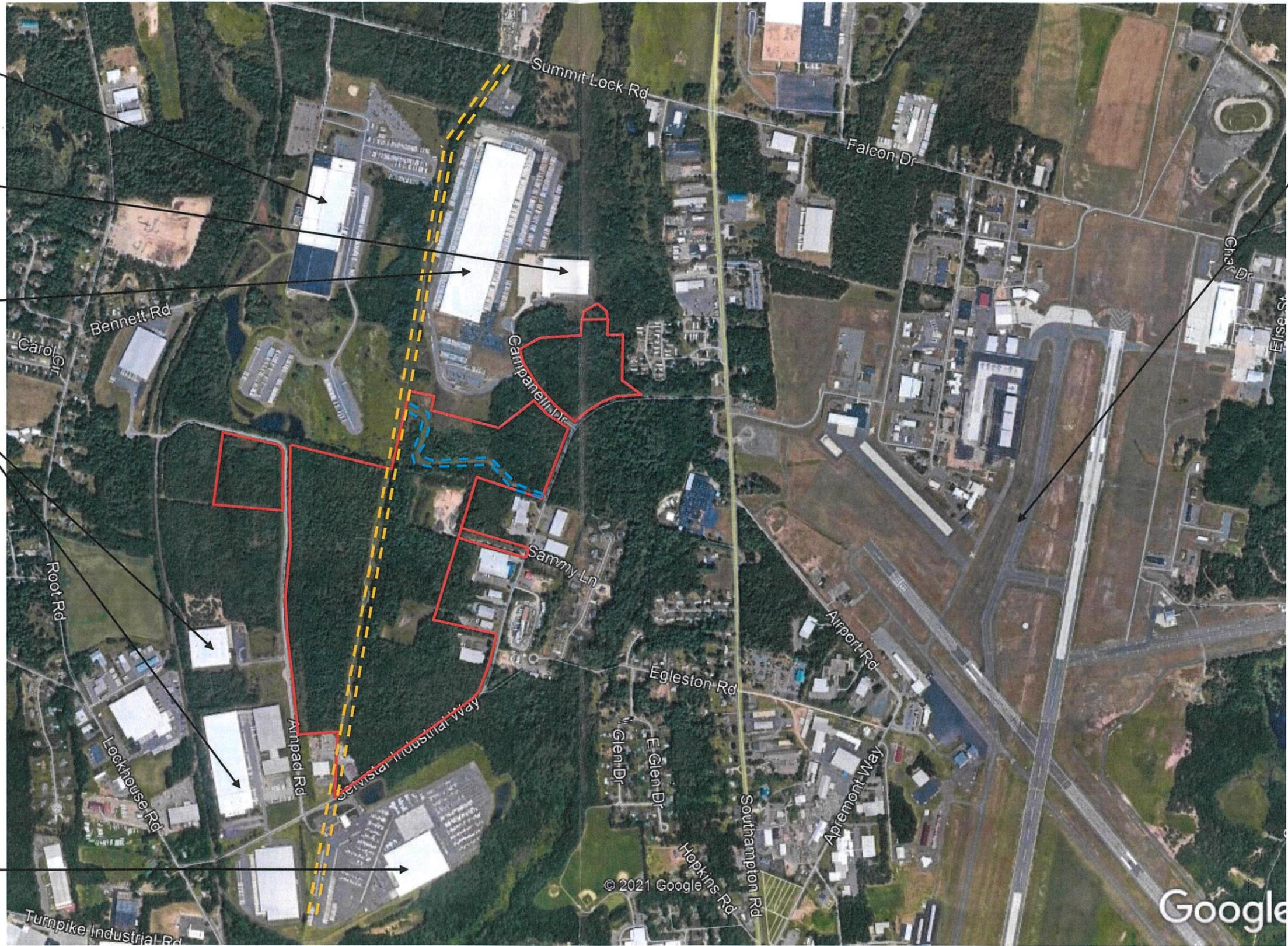
A Duie Pyle Regional Trucking
Facility
211 Servistar Industrial Way
Westfield MA

 Servistar Data Center
Campus Property
Delineation.

 Eversource High-Voltage
Transmission Line Right-
of-Way

 Westfield Gas & Electric
High-Voltage
Transmission Line Right-
of-Way

Lowe's Home Improvement
Regional Distribution Center
180 Servistar Industrial Way
Westfield MA



Westfield-Barnes
Municipal Airport



One Boston Place
Suite 2600
Boston, MA 02108

Prepared: 06/28/2021
Revised: EJB
Checked by:

SERVISTAR – Data Center Campus
Area Site Plan
Westfield, Massachusetts

S-1
Area Site Plan

Project Area Current Owners

Parcel No.	Parcel Mblu#	Address/Location	Parcel	Acreage	Current Owners
#1, #2, #3	56R-96,97,98	0 Ampad Rd	All, Portion	52.15	Pioneer Valley Railroad, Inc.
#4	56R-30	0 Egleston Rd (199 Servistar Ind Wy)	All	35.15	Arthur L. Clark Family Realty Trust
#5	56R-18	81 Servistar Ind Wy	All	11.14	Louis J. Scarfo
#6, #7	56R-47, 105	0 Egleston Rd (103 Servistar Ind Wy)	All	8.80	County RE, LLC
#8, #9, #10	63R-3-1A,1B	10 + 15 Campanelli Dr	All	33.58	Campanelli Westfield II LLC
#11	56R-19	85 Servistar Ind Wy	Rear Portion	5.00	A&C Associates Limited Partnership L.L.P.
#12	56R-107	91 Servistar Ind Wy	Rear Portion	2.00	Macabee, LLC
#13	56R-106	97 Servistar Ind Wy	Rear Portion	2.00	Whitetail Realty LLP
#14	56R-103	115 Servistar Ind Wy	All	4.00	O'Leary-Vincunas LLC
#15	56R-30-1B	191 Servistar Ind Wy	All	1.67	191 Servistar Realty, LLC
<u>Project Area</u>				<u>155.49</u>	

Servistar Project Land Parcels and Boundaries
 Servistar Industrial Wau
 Westfield, MA.

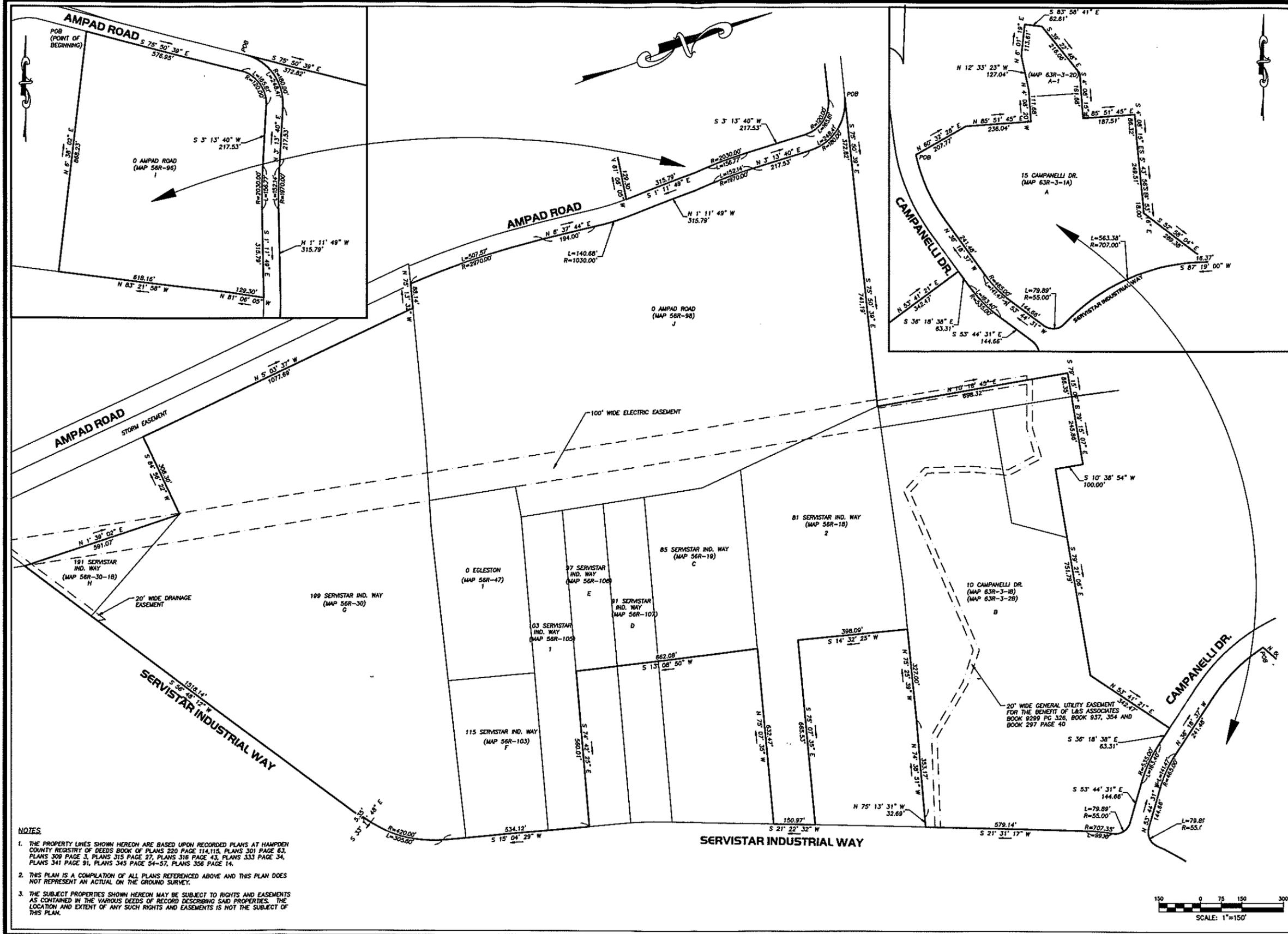


PREPARED FOR:
 Servistar, LLC
 30 Sabatha Dr. #1015
 Cromwell, CT 06416

REVISIONS:	DATE:

DRAFTED BY: i.a.
 IS AUTHORIZED ALTERATION OF THIS DOCUMENT IS A VIOLATION OF MASSACHUSETTS STATE LAW
 SCALE: AS NOTED
 RLA PROJ. NUMBER: 201208

DRAWING:	REV:
PL-1	-



S:\Projects\20120812108 - Coven - 199 Servistar Industrial Wau, Westfield\Civil\3D\201208 - Boundary for Meter and Bounds Description.dwg

- NOTES**
1. THE PROPERTY LINES SHOWN HEREON ARE BASED UPON RECORDED PLANS AT HAMPSHIRE COUNTY REGISTRY OF DEEDS BOOK OF PLANS 220 PAGE 114,115, PLANS 301 PAGE 63, PLANS 309 PAGE 3, PLANS 315 PAGE 27, PLANS 316 PAGE 43, PLANS 333 PAGE 34, PLANS 341 PAGE 91, PLANS 345 PAGE 54-57, PLANS 356 PAGE 14.
 2. THIS PLAN IS A COMPILATION OF ALL PLANS REFERENCED ABOVE AND THIS PLAN DOES NOT REPRESENT AN ACTUAL ON THE GROUND SURVEY.
 3. THE SUBJECT PROPERTIES SHOWN HEREON MAY BE SUBJECT TO RIGHTS AND EASEMENTS AS CONTAINED IN THE VARIOUS DEEDS OF RECORD DESCRIBING SAID PROPERTIES. THE LOCATION AND EXTENT OF ANY SUCH RIGHTS AND EASEMENTS IS NOT THE SUBJECT OF THIS PLAN.

Exhibit D
Metes and Bounds

Description of

B- 10 Campanelli Drive

2- 81 Servistar Industrial Way

C- 85 Servistar Industrail Way

D- 91 Servistar Industrial Way

E- 97 Servistar Industrial Way

1-103 Servistar Industrial Way and 0 Egleston Road

F- 115 Servistar Industrial Way

G- 199 Servistar Industrial Way

H- 191 Servistar industrial Way

J- 0 Ampad Road

Beginning on the easterly sideline of Ampad Road at the Northwesterly corner herein described

Thence running South 75°50'39" East, 372.82 feet to a point;

Thence running South 75°50'39" East, 741.19 feet to a point;

Thence running North 10°16'45" East, 698.32 feet to a point;

Thence running South 79°15'07" East, 86.35 feet to a point;

Thence running South 79°15'07" East, 245.86 feet to a point;

Thence running South 10°38'54" West, 100.00 feet to a point;

Thence running South 79°21'06" East, 751.79 feet to a point;

Thence running North 53°41'21" East, 342.47 feet to a point at the southwesterly side line of Campanelli Drive.

Thence running South 36°18'38" East, 63.31 feet to a point;

Thence running along a curve to the left having a radius of 535.00 feet and a length of 163.40 feet.

Thence running South 53°44'31" East, 144.66 feet to a point;

Thence running along a curve to the right having a radius of 55.00 feet and a length of 79.89 feet.

The last 4 courses running along the southwesterly sideline of Campanelli Drive.

Thence running along a curve to the left having a radius of 707.35 and a length of 99.10 feet.

Thence running South 21°31'17" West, 579.14 feet to a point. The last 2 courses running along the westerly sideline of Servistar Industrial Way.

Thence running North 75°13'31" West, 32.69 feet to a point;

Thence running North 74°38'51" West, 353.17 feet to a point;

Thence running North 75°25'39" West, 327.00 feet to a point;

Thence running South 14°32'25" West, 398.09 feet to a point;

Thence running South 75°07'35" East, 665.53 feet to a point;

Thence running along westerly sideline of Servistar Industrial Way, South 21°22'32" West, 150.97 feet to a point;

Thence running North 75°07'35" West, 632.47 feet to a point;

Thence running South 13°08'50" West, 662.08 feet to a point;

Thence running South 74°42'25" East, 560.01 feet to a point; on the Westerly sideline of Servistar Industrial Way.

Thence running South 15°04'29" West, 534.12 feet to a point;

Thence running along a curve to the right having a radius of 420.00 feet and a length of 305.60 feet to a point;

Thence running South 33°11'48" East, 5.35 feet to a point on the northerly sideline of Servistar Industrial Way., the last 3 courses running along the northerly sideline of Servistar Industrial Way.

Thence running along northerly sideline of Servistar Industrial Way South 56°48'12" West, 1,518.14 feet to a point;

Thence running North 1°39'02" East, 591.07 feet to a point;

Thence running South 84°56'22" West, 308.30 feet to a point; on the easterly sideline of Ampad road

Thence running North 5°03'37" West, 1,077.69 feet to a point;

Thence running North 75°13'32" West, 88.14 feet to a point;

Thence running along a curve to the right having a radius of 2970.00 feet and a length of 507.57 feet;

Thence running North 6°37'44" East, 194.00 feet to a point;

Thence running along a curve to left having a radius of 1030.00 feet and a length of 140.68 feet to a point;

Thence running North 1°11'49" West, 315.79 feet to a point;

Thence running along a curve to the right having a radius of 1970.00 feet and a length of 152.14 feet to a point;

Thence running North 3°13'40" East, 217.53 feet to a point;

Thence running along a curve to the left having a radius of 180.00 and a length of 248.41 feet to a the point and place of beginning. The last 9 courses running along the easterly side line of Ampad Road

Containing 131.23 Acres more or less

Description A and A-1

15 Campanelli Drive

Beginning on the Easterly sideline of Campanelli Drive at the Northwest corner herein described

Thence running; North 60°32'28" East, 207.77 feet to a point;

Thence running; North 85°51'45" East, 236.04 feet to a point;

Thence running; North 4°08'20" West, 111.68 feet to a point;

Thence running; North 12°33'23" West, 127.04 feet to a point;

Thence running; North 6°01'19" East, 113.61 feet to a point;

Thence running; South 83°58'41" East, 62.61 feet to a point;

Thence running; South 39°22'48" East, 216.06 feet to a point;

Thence running; South 4°08'15" East, 161.68 feet to a point;

Thence running; North 85°51'45" East, 187.51 feet to a point;

Thence running; South 4°08'15" East, 86.32 feet to a point;

Thence running; South 5°43'55" East, 249.51 feet to a point;

Thence running; South 4°53'16" East, 18.00 feet to a point;

Thence running; South 52°58'04" East, 289.38 feet to a point;

Thence running; South 87°19'00" West, 16.37 feet to a point;

Thence running along a curve to the left having a radius of 707.00 feet, and length of 563.38 feet; Last two courses running along Northerly side of Servistar Industrial Way.

Thence running along a curve to right having a radius 55.00 feet and a length of 79.89 feet to a point;

Thence running; North 53°44'31" West, 144.66 feet to a point;

Thence running along a curve to the right having a radius of 465.00 and a length of 141.47 feet to a point;

Thence running; North 36°18'37" West, 241.48 feet to a point;

Thence running along a curve to the right having a radius of 615.00 and a length of 256.65 feet. The last five course running along the easterly sideline of Campanelli Drive; to the point and the place of beginning.

Containing 12.04 Acres, more or less.

Description i
0 Ampad Road

Beginning at southerly sideline of Ampad Road at the Northwest corner of parcel herein described

Thence running along the southerly sideline of Ampad Road South $75^{\circ}50'39''$ East, 576.95 feet to a point;

Thence running along a curve to the right having a radius of 120.00 feet and a length of 165.61 feet to a point.

Thence running South $3^{\circ}13'40''$ West, 217.53 feet to a point;

Thence running along a curve to the left having a radius of 2030.00 feet and a length of 156.77 feet to a point.

Thence running South $1^{\circ}11'49''$ East, 315.79 feet to a point. The last five courses running along southerly and westerly sideline of Ampad Road.

Thence running North $81^{\circ}06'05''$ West, 129.30 feet to a point.

Thence running North $83^{\circ}21'58''$ West, 618.16 feet to a point.

Thence running North $6^{\circ}38'02''$ East, 868.23 feet to the point and place of beginning.

Containing 13.19 Acres more or less

EXHIBIT A – Legal Description of Property
EXHIBIT B – Permitted Encumbrances
EXHIBIT C – Waiver of Corporate Excise Tax Lien

This Instrument Prepared By:
David A. Rines, Esq. (TJH)
Thompson Hine LLP
2000 Courthouse Plaza, N.E.
Dayton, Ohio 45402

462684.7

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 03-13-2007 @ 11:29am
Ct1#: 541 Doc#: 20948
Fee: \$1,026.00 Cons: \$225,000.00

EXHIBIT A

Legal Description of Property

Lot 11, Lot 12, Lot 13 and Lot 14 pursuant to the Subdivision Plan captioned "Plan of land in the City of Westfield, Massachusetts, prepared for Mead Realty Group, Inc., et als.", dated March 17, 2006 and recorded in the Hampden County Registry of Deeds at Plan Book 345, Pages 53-57.

EXHIBIT B

Permitted Encumbrances

- (a) Taxes not due and payable on the date hereof;
- (b) Any liens for municipal assessments and/or orders for which assessments may be made;
- (c) All matters of record; and
- (d) Any matter which would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT C

Waiver of Corporate Excise Tax Lien

~~—[Attached Hereto].~~

To be recorded separately

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

0 AMPAD RD

Location 0 AMPAD RD

Mblu 56/R / 96/ /

Acct#

Owner PIONEER VALLEY RAILROAD
CO INC

Assessment \$168,300

Appraisal \$168,300

PID 5847

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$168,300	\$168,300

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$168,300	\$168,300

Owner of Record

Owner PIONEER VALLEY RAILROAD CO INC
Co-Owner
Address 170 LOCKHOUSE RD UNIT 7
WESTFIELD, MA 01085

Sale Price \$225,000
Certificate
Book & Page 16557/0462
Sale Date 03/13/2007
Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER VALLEY RAILROAD CO INC	\$225,000		16557/0462	1V	03/13/2007
MEAD CORPORATION THE	\$1,875,000		8126/0360	1N	07/31/1992

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
Less Depreciation:

\$0

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/5847_5847.j)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 3900
Description DEVEL LAND
Zone IA
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 20.19
Frontage 539
Depth 0
Assessed Value \$168,300
Appraised Value \$168,300

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$0	\$168,300	\$168,300
2020	\$0	\$168,300	\$168,300
2019	\$0	\$164,800	\$164,800

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$0	\$168,300	\$168,300
2020	\$0	\$168,300	\$168,300
2019	\$0	\$164,800	\$164,800

EXHIBIT A

Legal Description of Property

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EXHIBIT B

Permitted Encumbrances

- (a) Taxes not due and payable on the date hereof;
- (b) Any liens for municipal assessments and/or orders for which assessments may be made;
- (c) All matters of record; and
- (d) Any matter which would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT C

Waiver of Corporate Excise Tax Lien

~~—[Attached Hereto].~~

To be recorded separately

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

0 AMPAD RD

I

Location 0 AMPAD RD

Mblu 56/R / 971 /

Acct#

Owner PIONEER VALLEY RAILROAD
CO INC

Assessment \$110,500

Appraisal \$110,500

PID 5848

Building Count 1

Current Value

		Appraisal		
Valuation Year	Improvements	Land	Total	
2021	\$0	\$110,500	\$110,500	
		Assessment		
Valuation Year	Improvements	Land	Total	
2021	\$0	\$110,500	\$110,500	

Owner of Record

Owner PIONEER VALLEY RAILROAD CO INC
Co-Owner
Address 170 LOCKHOUSE RD UNIT 7
WESTFIELD, MA 01085

Sale Price \$225,000
Certificate
Book & Page 16557/0462
Sale Date 03/13/2007
Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER VALLEY RAILROAD CO INC	\$225,000		16557/0462	1V	03/13/2007
MEAD CORPORATION THE	\$1,875,000		8126/0360	1N	07/31/1992

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

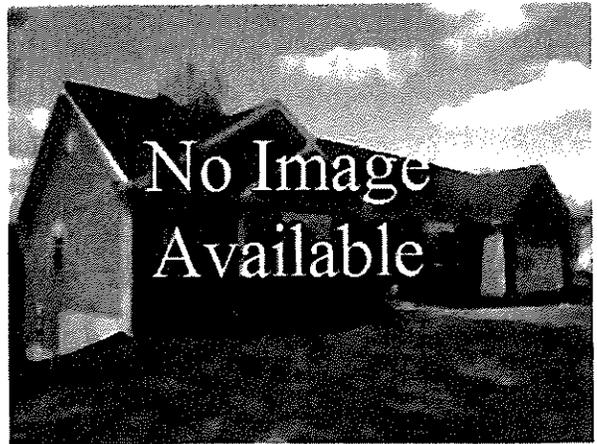
Replacement Cost
Less Depreciation:

\$0

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos//default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPhotos//Sketches/5848_5848.j)

Building Sub-Areas (sq ft)

Legend

No Data for Building Sub-Areas

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone IA
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 12.03
Frontage 1468
Depth 0
Assessed Value \$110,500
Appraised Value \$110,500

Outbuildings**Outbuildings****Legend**

No Data for Outbuildings

Valuation History**Appraisal**

Valuation Year	Improvements	Land	Total
4000	\$0	\$110,500	\$110,500
2020	\$0	\$110,500	\$110,500
2019	\$0	\$106,100	\$106,100

Assessment

Valuation Year	Improvements	Land	Total
4000	\$0	\$110,500	\$110,500
2020	\$0	\$110,500	\$110,500
2019	\$0	\$106,100	\$106,100

EXHIBIT A - Legal Description of Property
EXHIBIT B - Permitted Encumbrances
EXHIBIT C - Waiver of Corporate Excise Tax Lien

This Instrument Prepared By:
David A. Rines, Esq. (TJH)
Thompson Hine LLP
2000 Courthouse Plaza, N.E.
Dayton, Ohio 45402

462684.7

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 03-13-2007 @ 11:29am
Ct1#: 541 Doc#: 20948
Fee: \$1,026.00 Cons: \$225,000.00

EXHIBIT A

Legal Description of Property

Lot 11, Lot 12, Lot 13 and Lot 14 pursuant to the Subdivision Plan captioned "Plan of land in the City of Westfield, Massachusetts, prepared for Mead Realty Group, Inc., et als.", dated March 17, 2006 and recorded in the Hampden County Registry of Deeds at Plan Book 345, Pages 53-57.

EXHIBIT B

Permitted Encumbrances

- (a) Taxes not due and payable on the date hereof;
- (b) Any liens for municipal assessments and/or orders for which assessments may be made;
- (c) All matters of record; and
- (d) Any matter which would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT C

Waiver of Corporate Excise Tax Lien

~~—[Attached Hereto].~~

To be recorded separately

**DONALD E. ASHE, REGISTER.
HAMPDEN COUNTY REGISTRY OF DEEDS**

0 AMPAD RD

J
same dec'ds as I

Location 0 AMPAD RD

Mblu 56/R / 98/ /

Acct#

Owner PIONEER VALLY RAILROAD CO
INC

Assessment \$134,800

Appraisal \$134,800

PID 5849

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$134,800	\$134,800

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$134,800	\$134,800

Owner of Record

Owner PIONEER VALLY RAILROAD CO INC
Co-Owner
Address 170 LOCKHOUSE RD UNIT 7
WESTFIELD, MA 01085

Sale Price \$225,000
Certificate
Book & Page 16557/0462
Sale Date 03/13/2007
Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PIONEER VALLY RAILROAD CO INC	\$225,000		16557/0462	1V	03/13/2007
MEAD CORPORATION THE	\$1,875,000		8126/0360	1N	07/31/1992

Building Information

Building 1 : Section 1

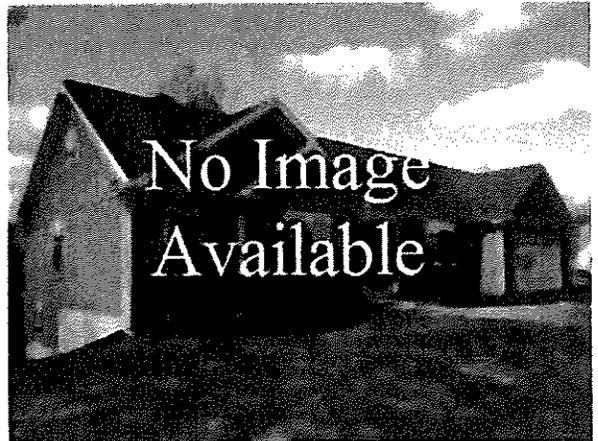
Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Replacement Cost
Less Depreciation: \$0

Building Photo

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	



(<http://images.vgsi.com/photos/WestfieldMAPhotos/default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/5849_5849.j)

Building Sub-Areas (sq ft)

Legend

No Data for Building Sub-Areas

Extra Features

Extra Features

Legend

No Data for Extra Features

Land

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone IA
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 26.93
Frontage 1858
Depth 0
Assessed Value \$134,800
Appraised Value \$134,800

Outbuildings**Outbuildings****Legend**

No Data for Outbuildings

Valuation History**Appraisal**

Valuation Year	Improvements	Land	Total
4000	\$0	\$134,800	\$134,800
2020	\$0	\$134,800	\$134,800
2019	\$0	\$130,400	\$130,400

Assessment

Valuation Year	Improvements	Land	Total
4000	\$0	\$134,800	\$134,800
2020	\$0	\$134,800	\$134,800
2019	\$0	\$130,400	\$130,400

G

of Westfield, Hampden County, Massachusetts,
 being ~~unmarried~~, for consideration paid, and in full consideration of no monetary consideration,
 grant to Raymond Clark of 44 Sandpiper Road, Tampa, Florida, Arthur Clark of
 20 Bartlett Street, Westfield, MA, Richard Clark of 93 Fairway Drive, Chicopee, MA,
 James Clark of P.O. Box 1065, Westfield, MA and Louis A. Santucci of 69 Broad
 Street, Westfield, MA, Trustees of the Arthur/Clark Family Realty Trust under a
 Declaration of Trust dated December 1, 1987, recorded in the Hampden County
 Registry of Deeds as 1987 Document No. 93990.

of _____ with warranty covenants
 the land in Westfield, Hampden County, Massachusetts as set forth in Exhibit
 A attached hereto and made a part hereof.

Property located at: Northerly side of Eggleston Road, Westfield, Massachusetts

Executed as a sealed instrument this 1st day of December 19 87

 Arthur L. Clark

 Rita M. Clark

The Commonwealth of Massachusetts

Hampden ss. December 1, 1987

Then personally appeared the above named Arthur L. Clark and Rita M. Clark

and acknowledged the foregoing instrument to be their free act and deed,

Before me, Gordon H. Wentworth
 Gordon H. Wentworth, Notary Public
 My commission expires March 6, 1992

EXHIBIT A

That certain tract or parcel of land situated on the Northerly side of Egleston Road in Westfield, Hampden County, Commonwealth of Massachusetts, being designated as Parcel B on a plan of land entitled, "Plan of Land in Westfield, Massachusetts, Surveyed for Ampad Corporation", dated November 14, 1984 and prepared by Almer Huntley, Jr. & Associates, Inc., which plan is recorded in Hampden County Registry of Deeds on November 27, 1984 in Plan Book 220 Page 114.

Excepting therefrom the land conveyed to the City of Westfield for highway purposes and for utility service by instrument dated March 15, 1985 and recorded in said Registry of Deeds in Book 5862 Page 367.

Subject to a twenty foot wide easement granted to Ampad Corporation by instrument dated November 27, 1984 and recorded in said Registry of Deeds in Book 5721 Page 45.

Subject to an Option Agreement dated November 27, 1984 with Ampad Corporation, a Notice of which is recorded on November 27, 1984 in said Registry of Deeds in Book 5721 Page 43. Subject also to a Collateral Assignment of this Option as assigned to Shawmut Bank of Boston, N.A. by instrument recorded on November 13, 1985 in said Registry of Deeds in Book 5942 Page 469.

Being a portion of the First Parcel of land described in Land Court Confirmation Decree recorded on July 14, 1971 in said Registry of Deeds in Book 3605 Page 32.

RECEIVED

DEC 31 1987

AT 2:40 PM AND
REG'D FROM THE ORIGINAL

0 EGGLESTON RD

G

Location 0 EGGLESTON RD

Mblu 56/R / 30/ /

Acct#

Owner CLARK ARTHUR L. & ET AL

Assessment \$125,600

Appraisal \$125,600

PID 5790

Building Count 1

Current Value

Appraisal

Valuation Year	Improvements	Land	Total
2021	\$0	\$125,600	\$125,600

Assessment

Valuation Year	Improvements	Land	Total
2021	\$0	\$125,600	\$125,600

Owner of Record

Owner CLARK ARTHUR L. & ET AL
Co-Owner ARTHUR L. CLARK FAMILY REALTY TRUST
Address C/O BRIAN CLARK
 54 DOBEK AVE
 CHICOPEE, MA 01020

Sale Price \$1
Certificate
Book & Page 6723/0522
Sale Date 12/31/1987
Instrument 1A

Ownership History

Ownership History

Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CLARK ARTHUR L. & ET AL	\$1		6723/0522	1A	12/31/1987

Building Information

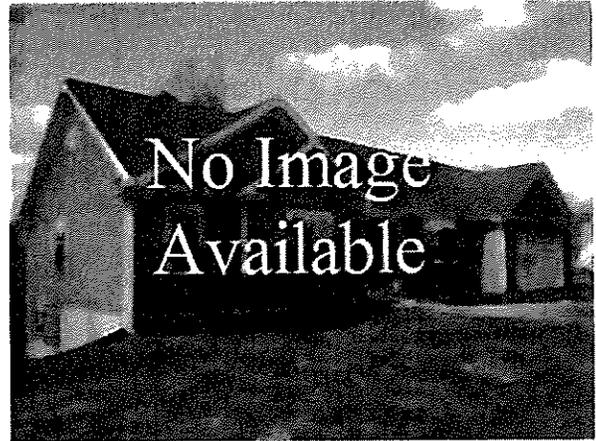
Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost
Less Depreciation: \$0

Building Attributes

Field**Description****Building Photo**

Style: Vacant Land
 Model
 Grade:
 Stories:
 Occupancy
 Exterior Wall 1
 Exterior Wall 2
 Roof Structure:
 Roof Cover
 Interior Wall 1
 Interior Wall 2
 Interior Flr 1
 Interior Flr 2
 Heat Fuel
 Heat Type:
 AC Type:
 Total Bedrooms:
 Total Bthrms:
 Total Half Baths:
 Total Xtra Fixtrs:
 Total Rooms:
 Bath Style:
 Kitchen Style:
 Num Kitchens
 Cndtn
 Num Park
 Fireplaces
 Fndtn Cndtn
 Basement



(<http://images.vgsi.com/photos/WestfieldMAPPhotos//default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPPhotos//Sketches/5790_5790.j)

Building Sub-Areas (sq ft)**Legend**

No Data for Building Sub-Areas

Extra Features**Extra Features****Legend**

No Data for Extra Features

Land**Land Use****Land Line Valuation**

Use Code 440V

Size (Acres) 35.15

Description IND LD DV MDL-00
Zone IA
Neighborhood
Alt Land Appr Category No

Frontage 1164
Depth 0
Assessed Value \$125,600
Appraised Value \$125,600

Outbuildings

Outbuildings

Legend

No Data for Outbuildings

Valuation History

Appraisal

Valuation Year	Improvements	Land	Total
4000	\$0	\$125,600	\$125,600
2020	\$0	\$125,600	\$125,600
2019	\$0	\$121,200	\$121,200

Assessment

Valuation Year	Improvements	Land	Total
4000	\$0	\$125,600	\$125,600
2020	\$0	\$125,600	\$125,600
2019	\$0	\$121,200	\$121,200

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that We, **DAVID R. WILCOX, JR.** and **CYNTHIA D. WILCOX** of 46 Congamond Road, Southwick, Hampden County, Massachusetts,

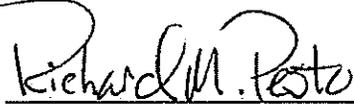
for consideration of and consideration paid in the amount of less than **THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS**

grant to **LOUIS J. SCARFO** of 178 Joseph Avenue, Westfield, Hampden County, Massachusetts,

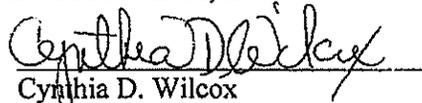
with quitclaim covenants

**SEE EXHIBIT "A" ATTACHED HERETO
PROPERTY LOCATED AT:
81 SERVISTAR INDUSTRIAL WAY, WESTFIELD, MASSACHUSETTS**

Witness our hands and seals this 10th day of December, 2008


Richard M. Pesto, Witness


David R. Wilcox, Jr.

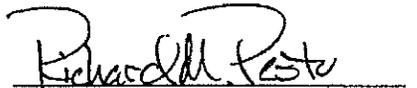

Cynthia D. Wilcox

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss:

December 10, 2008

Before me, the undersigned notary public, personally appeared **DAVID R. WILCOX, JR. and CYNTHIA D. WILCOX**, who proved to me through satisfactory evidence of identification, which were Massachusetts driver's licenses, to be the persona whose names are signed on this document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Richard M. Pesto, Notary Public
My commission expires: 12/04/09

81 Servistar Industrial Way, Westfield, MA

EXHIBIT "A"

Certain real estate situated in Westfield, Hampden County, Massachusetts, being known and designed as Parcel L-6 as shown on the plan entitled: "Owner Larolo Realty Partnership Division of Property Westfield, Massachusetts FOR: (owner) Louis J. Scarfo..." dated March 17, 2000 and recorded in Hampden County Registry of Deeds in Book of Plans 316, Page 43, to which plan referenced is hereby made for a more particular description.

Containing approximately 11.14 acres of land according to said plan.

Being the same premises conveyed to the grantors by deed of Roland Boissonnault and Louis J. Scarfo, Co-Partners of LAROLO REALTY dated February 14, 2006 and recorded in Hampden County Registry of Deeds in Book 15708, Page 76.

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 12-12-2008 @ 10:24am
Ct1#: 265 Doc#: 78651
Fee: \$1,596.00 Cons: \$350,000.00

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
WESTFIELD SATELLITE OFFICE

81 SERVISTAR IND WY

Location 81 SERVISTAR IND WY

Mblu 56/R / 18/ /

Acct#

Owner SCARFO, LOUIS J

Assessment \$171,300

Appraisal \$171,300

PID 5779

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$171,300	\$171,300
Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$171,300	\$171,300

Owner of Record

Owner SCARFO, LOUIS J

Sale Price \$350,000

Co-Owner

Certificate

Address 30 CLINTON AV

Book & Page 17574/0223

WESTFIELD, MA 01085

Sale Date 12/12/2008

Instrument 1T

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SCARFO, LOUIS J	\$350,000		17574/0223	1T	12/12/2008
WILCOX, DAVID R JR & CYNTHIA D	\$200,000		15708/0076	00	02/17/2006
SCARFO LOUIS J. + ETAL	\$1		4066/0279	1N	11/11/1974

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

Replacement Cost: \$0

Building Percent Good:

Replacement Cost
 Less Depreciation: \$0

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/A02\01\06\65.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/5779_5779.j)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone IA
Neighborhood
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 11.14
Frontage 150
Depth 0
Assessed Value \$171,300
Appraised Value \$171,300

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$0	\$171,300	\$171,300
2020	\$0	\$171,300	\$171,300
2019	\$0	\$164,300	\$164,300

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$0	\$171,300	\$171,300
2020	\$0	\$171,300	\$171,300
2019	\$0	\$164,300	\$164,300

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Scarfo Construction, Inc., of 30 Clinton Avenue, Westfield, Hampden County, Massachusetts, for consideration paid in the amount of Six Hundred Fifty Thousand and 00/100 (\$650,000.00) Dollars grants to H&H County RE, LLC, of 36 Montgomery Road, Southampton, Massachusetts

with Warranty Covenants

Certain real estate situate in Westfield, Hampden County, Massachusetts, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

BEING the premises conveyed to the grantor herein by deed of William E. Cervonayco, Trustee of the BJC Realty Trust, a Massachusetts Realty Trust established under Declaration of Trust dated June 7, 1999, dated December 16, 2004 and recorded in the Hampden County Registry of Deeds in Book 14706, Page 181 and being the premises conveyed to the grantor herein by deed of Roland Boissonnault and Louis J. Scarfo, Co-Partners of Larolo Realty, dated December 17, 2004 and recorded in the Hampden County Registry of Deeds in Book 14706, Page 184.

This transfer is in the ordinary course of the business of the Grantor.

WITNESS my hand and seal this 2nd day of February, 2017.

SCARFO CONSTRUCTION, INC.

BY: Marie Masciadrelli
MARIE MASCIADRELLI
ITS: PRESIDENT AND TREASURER

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

On this 2nd day of February, 2017, before me, the undersigned notary public, personally appeared Marie Masciadrelli, President and Treasurer of Scarfo Construction, Inc., proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose, on behalf of the corporation.



PHILIP R. SMITH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 20, 2023

[Signature]
Notary Public
My commission expires:

Property Address: 103 Servistar Industrial Way and 0 Egleston Road, Westfield, Hampden County, Massachusetts

Exhibit "A"

PARCEL I: 103 Servistar Industrial Way, Westfield, Massachusetts

Certain real estate situate in Westfield, Hampden County, Massachusetts, being known and designated as Parcel "L-3A" as shown on the plan entitled "Division of Property Westfield, Massachusetts FOR: Louis J. Scarfo..." dated July 13, 1998 and recorded in Hampden County Registry of Deeds in Book of Plans 309, Page 3, to which plan reference is hereby made for a more particular description.

Order of Conditions under the Wetlands Protection Act by the Westfield Conservation Commission (with Special Conditions) issued on February 8, 2005 and recorded as aforesaid in Book 18162, Page 258.

Containing approximately 3.90 acres of land according to said plan.

Being the premises conveyed to the Mortgagor by deed recorded in the Hampden County Registry of Deeds in Book 14706, Page 181.

PARCEL II: 0 Egleston Road, Westfield, Massachusetts

Certain real estate situate in Westfield, Hampden County, Massachusetts, being known and designated as Parcel "L-2" as shown on the plan entitled "Division of Property Westfield, Massachusetts FOR: Louis J. Scarfo..." dated November 12, 1996 and recorded in Hampden County Registry of Deeds in Book of Plans 301, Page 63, to which plan reference is hereby made for a more particular description.

Containing approximately 4.90 acres of land according to said plan.

Rights in Turners Falls Power and Electric Company as set forth under instruments recorded as aforesaid in Book 979, Page 142, Book 1029, Page 460 and Book 1752, Page 161.

Variance issued by the City of Westfield as set forth under instrument dated September 26, 1975 and recorded as aforesaid in Book 4250, Page 276;

Being the premises conveyed to the Mortgagor by deed recorded in the Hampden County Registry of Deeds in Book 14706, Page 184.

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 02-02-2017 @ 12:56pm
Clk#: 152 Doc#: 6283
Fee: \$2,964.00 Cons: \$650,000.00

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

103 SERVISTAR IND WY

Location 103 SERVISTAR IND WY

Mblu 56/R / 105/ /

Acct#

Owner H & H COUNTY RE, LLC

Assessment \$360,700

Appraisal \$360,700

PID 5856

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$264,600	\$96,100	\$360,700

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$264,600	\$96,100	\$360,700

Owner of Record

Owner H & H COUNTY RE, LLC

Sale Price \$650,000

Co-Owner

Certificate

Address 36 MONTGOMERY RD

Book & Page 21557/0290

SOUTHAMPTON, MA 01073

Sale Date 02/02/2017

Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
H & H COUNTY RE, LLC	\$650,000		21557/0290	1V	02/02/2017
SCARFO CONSTRUCTION, INC	\$439,500		14706/0181	00	12/17/2004
CERVONAYCO, WILLIAM E., TRUSTEE OF THE	\$7,700		10442/0116	1D	09/11/1998

Building Information

Building 1 : Section 1

Year Built: 1999

Living Area: 7,340

Replacement Cost: \$341,739

Building Percent Good: 74

Replacement Cost
Less Depreciation:

\$252,900

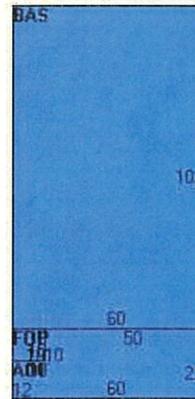
Building Attributes	
Field	Description
Style:	Garage/Office
Model	Industrial
Grade	AVERAGE
Stories:	1.0
Occupancy	0.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Oil
Heating Type	Space Heat
AC Type	None
Struct Class	
Bldg Use	COMM WHSE MDL-96
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	3160
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUSP-CEIL ONLY
Rooms/Prtns	AVERAGE
Wall Height	16.00
% Comn Wall	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPPhotos/\A00\00\10\28.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPPhotos//Sketches/5856_5856.j)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	6,120	6,120
AOF	Office, (Average)	1,220	1,220
FOP	Porch, Open, Finished	100	0
		7,440	7,340

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
LDL1	LOAD LEVELERS	1.00 UNITS	\$1,500	1
OVHD	OVERHEAD DOOR	2.00 UNITS	\$1,500	1

Land

Land Use

Use Code 3160
 Description COMM WHSE MDL-96
 Zone IA
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 3.9
 Frontage 150
 Depth 0
 Assessed Value \$96,100
 Appraised Value \$96,100

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			9600.00 S.F.	\$8,100	1
SGN2	DOUBLE SIDED			36.00 S.F.&HGT	\$600	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$278,300	\$96,100	\$374,400
2020	\$278,300	\$96,100	\$374,400
2019	\$265,600	\$92,600	\$358,200

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$278,300	\$96,100	\$374,400
2020	\$278,300	\$96,100	\$374,400
2019	\$265,600	\$92,600	\$358,200

0 EGGLESTON RD

Location 0 EGGLESTON RD

Mblu 56/R / 47 / 1

Acct#

Owner H & H COUNTY RE, LLC

Assessment \$87,700

Appraisal \$87,700

PID 5801

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$87,700	\$87,700

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$87,700	\$87,700

Owner of Record

Owner H & H COUNTY RE, LLC

Sale Price \$650,000

Co-Owner

Certificate

Address 36 MONTGOMERY RD
SOUTHAMPTON, MA 01073

Book & Page 21557/0290

Sale Date 02/02/2017

Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
H & H COUNTY RE, LLC	\$650,000		21557/0290	1V	02/02/2017
SCARFO CONSTRUCTION INC	\$50,000		14706/0184	1B	12/17/2004
SCARFO LOUIS J.	\$2		3930/0291	1N	03/11/1974

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

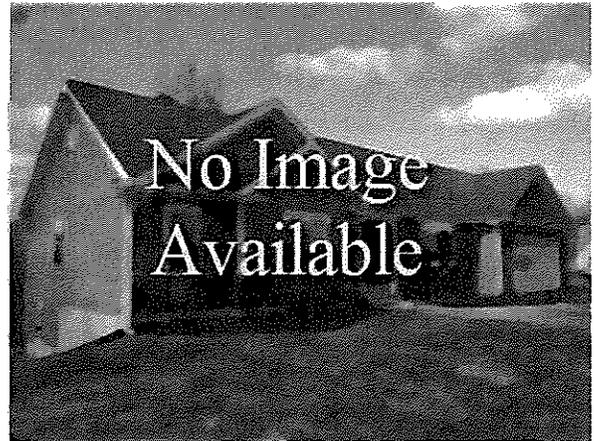
Replacement Cost: \$0

Building Percent Good:

Replacement Cost
Less Depreciation: \$0

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/5801_5801.j)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone C
Neighborhood
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 4.9
Frontage 0
Depth 0
Assessed Value \$87,700
Appraised Value \$87,700

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$0	\$87,700	\$87,700
2020	\$0	\$87,700	\$87,700
2019	\$0	\$83,300	\$83,300

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$0	\$87,700	\$87,700
2020	\$0	\$87,700	\$87,700
2019	\$0	\$83,300	\$83,300

QUITCLAIM DEED

CAMPANELLI WESTFIELD LLC, a Massachusetts limited liability company, of Braintree, Norfolk County, Massachusetts ("Grantor"),

for consideration of Ten Dollars (\$10.00) paid, grants with Quitclaim Covenants to

CAMPANELLI WESTFIELD II LLC, a Massachusetts limited liability company, having a mailing address of One Campanelli Drive, Braintree, MA 02185 ("Grantee"),

the following parcels of land in Westfield, Hampden County, Massachusetts:

Lots 1B and 1C on a plan entitled "Lots 1B, 1C and 4C, Campanelli Drive, Westfield, Massachusetts, Approval Not Required Plan" dated April 3, 2006, prepared by Kelly Engineering Group, Inc., recorded with Hampden County Registry of Deeds in Plan Book 341, Page 91 (the "2006 Plan"), and

Lots 2A, 2C, 3A and 4D as shown on a plan entitled "Lots 2A, 3A, 4D and Parcels 2B, 2C, 3B and 4E, Campanelli Drive, Westfield, Massachusetts, Approval Not Required Plan" dated June 12, 2009, prepared by Kelly Engineering Group, Inc., recorded with Hampden County Registry of Deeds in Plan Book 356, Page 14 (the "2009 Plan"),

(all of said Lots 1B and 1C on the 2006 Plan and Lots 2A, 2C, 3A and 4D on the 2009 Plan, collectively, the "Premises")

The Premises are conveyed together with (i) all of Grantor's right, title and interest in Campanelli Drive as shown on the aforesaid plans, and (ii) the perpetual right and easement, as appurtenant to the Premises, to use Campanelli Drive in common with others for all purposes for which streets and ways are commonly used in said Westfield, including utility rights therein; provided, however, such perpetual right and easement shall be extinguished as of the dedication of said Campanelli Drive as a public way in which event Grantee shall have such rights therein as the public, in general, has.

The Premises are conveyed subject to and with the benefit of the following:

Return To:
Mr. Stephen P. Napolitano
Wilmer Cutler Pickering
Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109

Grantor hereby grants and allocates to Grantee, as appurtenant to the Premises, the following rights and allocations, the granting of which shall run with the land and be binding upon and inure to the benefit of their respective successors and assigns:

Of the 1,475,000 square feet of building space approved by the Massachusetts Executive Office of Environmental Affairs pursuant to EOE A No. 7688 and EOE A No. 4935, as heretofore supplemented or revised (the "EOEA Approvals"), with respect to the development of which the Premises are a part (the "Park"), Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated building space.

Of the 6,160 average daily vehicle trips approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated daily vehicle trips.

Of the 948 vehicle trips during the morning peak hours approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated vehicle trips during the morning peak hours.

Of the 1,178 vehicle trips during the evening peak hours approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated vehicle trips during the evening peak hours.

Of the 80,000 average gallons per day of waste water flow approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated waste water flow.

Of the less than 5,000 square feet of permitted impact on bordering vegetative wetlands approved pursuant to the EOE A Approvals with respect to the Park ("Permitted Wetlands Impact Area"), Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated Permitted Wetlands Impact Area, including the reversionary interest in any and all unused portion of Permitted Wetlands Impact Area allocated in that certain deed of Grantor to HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded with said Deeds in Book 18035, Page 447.

Of the 80+/- acres of impervious area approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated impervious area.

The Premises are conveyed subject to the use restriction set forth in that certain deed from Grantor to Hoopster Bear LLC, dated December 30, 2005, recorded with said Deeds in Book 15639, Page 554.

Said premises are also conveyed subject to and together with the benefit of the matters listed on Exhibit A attached hereto and incorporated herein.

The Premises contains certain areas or abuts area protected by M.G.L. Chapter 131, Section 40 known as the Massachusetts Wetlands Protection Act and comes under the jurisdiction of the Westfield Conservation Commission. No cutting of trees, clearing of brush, digging, filling in

with soil or debris, or the construction of any building is permitted within one hundred (100) feet of designated wetland areas or two hundred (200) feet of designated riverfront areas without the specific approval granted by the Westfield Conservation Commission.

Meaning and intending to convey and hereby conveying (i) portions of premises conveyed to Grantor by deed from Toys "R" Us - Mass, Inc., dated March 18, 2004 and recorded with said Deeds in Book 14025, Page 368, and (ii) all of the premises conveyed to Grantor by deed from Hoopster Bear, LLC, dated November 22, 2006 and recorded in Book 16342, Page 461.

This conveyance does not constitute a sale of all or substantially all of the assets of Grantor located in Massachusetts.

Consideration for this conveyance is such that no Massachusetts deed excise tax stamps are required.

(Remainder of Page Intentionally Left Blank; Signature Pages to Follow)

Executed as a sealed instrument as of August 19, 2010.

GRANTOR:

CAMPANELLI WESTFIELD LLC,
a Massachusetts limited liability company

By: Campanelli Devens II LLC, a Massachusetts limited liability company, Member

By: Campanelli Associates II Limited Partnership, a Massachusetts limited partnership, Member

By: Campanelli Associates II Corporation, a Massachusetts corporation, General Partner

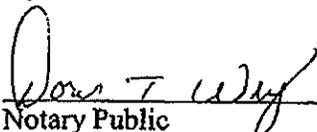
By: 
Daniel R. DeMarco
President

By: 
Jeffrey P. DeMarco
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 17th day of August, 2010, before me, the undersigned notary public, personally appeared Daniel R. DeMarco DeMarco, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President & Treasurer of Campanelli Associates II Corporation, a Massachusetts corporation, general partner as aforesaid of Campanelli Associates II Limited Partnership, a Massachusetts limited partnership, member as aforesaid of Campanelli Devens II LLC, a Massachusetts limited liability company, member as aforesaid of Campanelli Westfield LLC, a Massachusetts limited liability company.


Notary Public
My commission expires: 02/19/14

[affix seal]

EXHIBIT A

List of Encumbrances

1. Water main easements to City of Holyoke under instrument dated May 22, 1897 and recorded in Book 551, Page 217, and under instrument dated June 5, 1897 and recorded in Book 551, Page 249, as affected by Release of Water Line Easement dated December 23, 1997 and recorded in Book 10119, Page 28; and as affected by Water Line Easement dated December 23, 1997 and recorded in Book 10119, Page 31; and as affected by Water Line Easement dated December 13, 2005 and recorded in Book 15639, Page 534.
2. Protective Restrictions for the Summit Lock Industrial Park, recorded in Book 8580, Page 244, as amended by restatement in their entirety by Amendment of Protective Restrictions for the Summit Lock Industrial Park dated November 3, 1995, recorded in Book 9298, Page 555; as affected by Waiver of Protective Restrictions dated December 30, 1997 and recorded in Book 10119, Page 19; as affected by Waiver and Assignment of Rights with Respect to Protective Restrictions dated March 18, 2004 and recorded in Book 14029, Page 265; as affected by Waiver and Termination of Right of First Refusal and Protective Covenants, dated December 30, 2005 and recorded in Book 15639, Page 561; as affected by Waiver and Termination of Right of First Refusal and Protective Restrictions dated October 15, 2009 and recorded in Book 18035, Page 463; and as affected by Waiver and Assignment of Rights with Respect to Protective Restrictions of even date and recorded herewith.
3. Utility Easement Agreement for easement to W. J. R. & D. Associates Limited Partnership dated November 3, 1995, recorded in Book 9299, Page 326, as affected by First Amendment to Utility Easement Agreement dated January 19, 1996, recorded in Book 9397, Page 354.
4. Park Covenants and Maintenance Agreement dated June 16, 2004 and recorded in Book 14265, Page 344.
5. Declaration of Drain Easement by Grantor dated December 30, 2005, recorded in Book 15639, Page 541.
6. Rights and allocations set forth in deed to Hoopster Bear, LLC dated December 30, 2005 and recorded in Book 15639, Page 554.
7. Easement to Verizon New England, Inc., dated March 22, 2006 and recorded in Book 15782, Page 82.
8. Rights and allocations set forth in deed to HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded with said Deeds in Book 18035, Page 447.
9. Easement Agreement between Grantor and HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded in Book 18035, Page 455.

10. Letter Agreement between Grantor and HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded in Book 18035, page 472.

11. Notice of Option between Grantor and Pioneer Valley Energy Center, LLC, dated October 28, 2009, recorded in Book 18067, Page 59412.

12. Definitive Subdivision Plan Approval recorded in Book 14197, Page 180 and plan entitled "Definitive Subdivision Plan, Campanelli Drive (Phase One); Westfield, Massachusetts" prepared by Kelly Engineering Group, Inc., dated March 25, 2005 and recorded in Plan Book 333, Page 8.

13. Order of Conditions DEP File No. 333-662, issued by the City of Westfield Conservation Commission June 25, 2009, recorded in Book 17880, Page 230.

14. Special Permit/Site Plan Approval/Storm Water Management Permit, filed with the office of the Westfield City Clerk on June 17, 2009, recorded in Book 18012, Page 575.

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

10 CAMPANELLI DR

*B
same debt as A*

Location 10 CAMPANELLI DR

Mblu 63/R / 3/ 1/B

Acct#

Owner CAMPANELLI WESTFIELD II LLC

Assessment \$1,363,200

Appraisal \$1,363,200

PID 100869

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$1,363,200	\$1,363,200

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$1,363,200	\$1,363,200

Owner of Record

Owner	CAMPANELLI WESTFIELD II LLC	Sale Price	\$1
Co-Owner		Certificate	
Address	P O BOX 850985 BRAintree, MA 02185-0985	Book & Page	18422/0501
		Sale Date	08/23/2010
		Instrument	1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CAMPANELLI WESTFIELD II LLC	\$1		18422/0501	1V	08/23/2010
CAMPANELLI WESTFIELD LLC	\$2,000,000		14025/0368	1T	03/19/2004
TOYS R US MASS INC	\$2,000,000		10118/0468	1T	12/31/1997

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0

Building Percent Good:
Replacement Cost
Less Depreciation: \$0

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/100869_287)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 21.54
Frontage 1130
Depth
Assessed Value \$1,363,200
Appraised Value \$1,363,200

Outbuildings**Outbuildings****Legend**

No Data for Outbuildings

Valuation History**Appraisal**

Valuation Year	Improvements	Land	Total
4000	\$0	\$1,363,200	\$1,363,200
2020	\$0	\$1,363,200	\$1,363,200
2019	\$0	\$1,296,700	\$1,296,700

Assessment

Valuation Year	Improvements	Land	Total
4000	\$0	\$1,363,200	\$1,363,200
2020	\$0	\$1,363,200	\$1,363,200
2019	\$0	\$1,296,700	\$1,296,700

6

A

QUITCLAIM DEED

CAMPANELLI WESTFIELD LLC, a Massachusetts limited liability company, of Braintree, Norfolk County, Massachusetts ("Grantor"),

for consideration of Ten Dollars (\$10.00) paid, grants with Quitclaim Covenants to

CAMPANELLI WESTFIELD II LLC, a Massachusetts limited liability company, having a mailing address of One Campanelli Drive, Braintree, MA 02185 ("Grantee"),

the following parcels of land in Westfield, Hampden County, Massachusetts:

Lots 1B and 1C on a plan entitled "Lots 1B, 1C and 4C, Campanelli Drive, Westfield, Massachusetts, Approval Not Required Plan" dated April 3, 2006, prepared by Kelly Engineering Group, Inc., recorded with Hampden County Registry of Deeds in Plan Book 341, Page 91 (the "2006 Plan"), and

Lots 2A, 2C, 3A and 4D as shown on a plan entitled "Lots 2A, 3A, 4D and Parcels 2B, 2C, 3B and 4E, Campanelli Drive, Westfield, Massachusetts, Approval Not Required Plan" dated June 12, 2009, prepared by Kelly Engineering Group, Inc., recorded with Hampden County Registry of Deeds in Plan Book 356, Page 14 (the "2009 Plan"),

(all of said Lots 1B and 1C on the 2006 Plan and Lots 2A, 2C, 3A and 4D on the 2009 Plan, collectively, the "Premises")

The Premises are conveyed together with (i) all of Grantor's right, title and interest in Campanelli Drive as shown on the aforesaid plans, and (ii) the perpetual right and easement, as appurtenant to the Premises, to use Campanelli Drive in common with others for all purposes for which streets and ways are commonly used in said Westfield, including utility rights therein; provided, however, such perpetual right and easement shall be extinguished as of the dedication of said Campanelli Drive as a public way in which event Grantee shall have such rights therein as the public, in general, has.

The Premises are conveyed subject to and with the benefit of the following:

Return To:
Mr. Stephen P. Napolitano
Wilmer Cutler Pickering
Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109

Property Address: Lots off Campanelli Drive, Westfield, Massachusetts

Grantor hereby grants and allocates to Grantee, as appurtenant to the Premises, the following rights and allocations, the granting of which shall run with the land and be binding upon and inure to the benefit of their respective successors and assigns:

Of the 1,475,000 square feet of building space approved by the Massachusetts Executive Office of Environmental Affairs pursuant to EOEA No. 7688 and EOEA No. 4935, as heretofore supplemented or revised (the "EOEA Approvals"), with respect to the development of which the Premises are a part (the "Park"), Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated building space.

Of the 6,160 average daily vehicle trips approved pursuant to the EOEA Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated daily vehicle trips.

Of the 948 vehicle trips during the morning peak hours approved pursuant to the EOEA Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated vehicle trips during the morning peak hours.

Of the 1,178 vehicle trips during the evening peak hours approved pursuant to the EOEA Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated vehicle trips during the evening peak hours.

Of the 80,000 average gallons per day of waste water flow approved pursuant to the EOEA Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated waste water flow.

Of the less than 5,000 square feet of permitted impact on bordering vegetative wetlands approved pursuant to the EOEA Approvals with respect to the Park ("Permitted Wetlands Impact Area"), Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated Permitted Wetlands Impact Area, including the reversionary interest in any and all unused portion of Permitted Wetlands Impact Area allocated in that certain deed of Grantor to HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded with said Deeds in Book 18035, Page 447.

Of the 80+/- acres of impervious area approved pursuant to the EOEA Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated impervious area.

The Premises are conveyed subject to the use restriction set forth in that certain deed from Grantor to Hoopster Bear LLC, dated December 30, 2005, recorded with said Deeds in Book 15639, Page 554.

Said premises are also conveyed subject to and together with the benefit of the matters listed on Exhibit A attached hereto and incorporated herein.

The Premises contains certain areas or abuts area protected by M.G.L. Chapter 131, Section 40 known as the Massachusetts Wetlands Protection Act and comes under the jurisdiction of the Westfield Conservation Commission. No cutting of trees, clearing of brush, digging, filling in

with soil or debris, or the construction of any building is permitted within one hundred (100) feet of designated wetland areas or two hundred (200) feet of designated riverfront areas without the specific approval granted by the Westfield Conservation Commission.

Meaning and intending to convey and hereby conveying (i) portions of premises conveyed to Grantor by deed from Toys "R" Us - Mass, Inc., dated March 18, 2004 and recorded with said Deeds in Book 14025, Page 368, and (ii) all of the premises conveyed to Grantor by deed from Hoopster Bear, LLC, dated November 22, 2006 and recorded in Book 16342, Page 461.

This conveyance does not constitute a sale of all or substantially all of the assets of Grantor located in Massachusetts.

Consideration for this conveyance is such that no Massachusetts deed excise tax stamps are required.

(Remainder of Page Intentionally Left Blank; Signature Pages to Follow)

Executed as a sealed instrument as of August 19, 2010.

GRANTOR:

CAMPANELLI WESTFIELD LLC,
a Massachusetts limited liability company

By: Campanelli Devens II LLC, a Massachusetts limited liability company, Member

By: Campanelli Associates II Limited Partnership, a Massachusetts limited partnership, Member

By: Campanelli Associates II Corporation, a Massachusetts corporation, General Partner

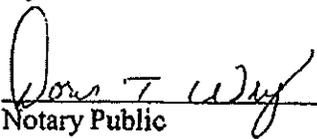
By: 
Daniel R. DeMarco
President

By: 
Jeffrey P. DeMarco
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 17th day of August, 2010, before me, the undersigned notary public, personally appeared Daniel R. DeMarco DeMarco, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President & Treasurer of Campanelli Associates II Corporation, a Massachusetts corporation, general partner as aforesaid of Campanelli Associates II Limited Partnership, a Massachusetts limited partnership, member as aforesaid of Campanelli Devens II LLC, a Massachusetts limited liability company, member as aforesaid of Campanelli Westfield LLC, a Massachusetts limited liability company.


Notary Public
My commission expires: 02/19/14

[affix seal]

EXHIBIT A

List of Encumbrances

1. Water main easements to City of Holyoke under instrument dated May 22, 1897 and recorded in Book 551, Page 217, and under instrument dated June 5, 1897 and recorded in Book 551, Page 249, as affected by Release of Water Line Easement dated December 23, 1997 and recorded in Book 10119, Page 28; and as affected by Water Line Easement dated December 23, 1997 and recorded in Book 10119, Page 31; and as affected by Water Line Easement dated December 13, 2005 and recorded in Book 15639, Page 534.
2. Protective Restrictions for the Summit Lock Industrial Park, recorded in Book 8580, Page 244, as amended by restatement in their entirety by Amendment of Protective Restrictions for the Summit Lock Industrial Park dated November 3, 1995, recorded in Book 9298, Page 555; as affected by Waiver of Protective Restrictions dated December 30, 1997 and recorded in Book 10119, Page 19; as affected by Waiver and Assignment of Rights with Respect to Protective Restrictions dated March 18, 2004 and recorded in Book 14029, Page 265; as affected by Waiver and Termination of Right of First Refusal and Protective Covenants, dated December 30, 2005 and recorded in Book 15639, Page 561; as affected by Waiver and Termination of Right of First Refusal and Protective Restrictions dated October 15, 2009 and recorded in Book 18035, Page 463; and as affected by Waiver and Assignment of Rights with Respect to Protective Restrictions of even date and recorded herewith.
3. Utility Easement Agreement for easement to W. J. R. & D. Associates Limited Partnership dated November 3, 1995, recorded in Book 9299, Page 326, as affected by First Amendment to Utility Easement Agreement dated January 19, 1996, recorded in Book 9397, Page 354.
4. Park Covenants and Maintenance Agreement dated June 16, 2004 and recorded in Book 14265, Page 344.
5. Declaration of Drain Easement by Grantor dated December 30, 2005, recorded in Book 15639, Page 541.
6. Rights and allocations set forth in deed to Hoopster Bear, LLC dated December 30, 2005 and recorded in Book 15639, Page 554.
7. Easement to Verizon New England, Inc., dated March 22, 2006 and recorded in Book 15782, Page 82.
8. Rights and allocations set forth in deed to HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded with said Deeds in Book 18035, Page 447.
9. Easement Agreement between Grantor and HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded in Book 18035, Page 455.

- 9 -----
10. Letter Agreement between Grantor and HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded in Book 18035, page 472.
 11. Notice of Option between Grantor and Pioneer Valley Energy Center, LLC, dated October 28, 2009, recorded in Book 18067, Page 59412.
 12. Definitive Subdivision Plan Approval recorded in Book 14197, Page 180 and plan entitled "Definitive Subdivision Plan, Campanelli Drive (Phase One); Westfield, Massachusetts" prepared by Kelly Engineering Group, Inc., dated March 25, 2005 and recorded in Plan Book 333, Page 8.
 13. Order of Conditions DEP File No. 333-662, issued by the City of Westfield Conservation Commission June 25, 2009, recorded in Book 17880, Page 230.
 14. Special Permit/Site Plan Approval/Storm Water Management Permit, filed with the office of the Westfield City Clerk on June 17, 2009, recorded in Book 18012, Page 575.

**DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS**

A

15 CAMPANELLI DR

Location 15 CAMPANELLI DR

Mblu 63/R / 3/ 1/A

Acct#

Owner CAMPANELLI WESTFIELD II LLC

Assessment \$578,500

Appraisal \$578,500

PID 100868

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$578,500	\$578,500

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$578,500	\$578,500

Owner of Record

Owner CAMPANELLI WESTFIELD II LLC
 Co-Owner
 Address P O BOX 850985
 BRAINTREE, MA 02185-0985

Sale Price \$1
 Certificate
 Book & Page 18422/0501
 Sale Date 08/23/2010
 Instrument 1T

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CAMPANELLI WESTFIELD II LLC	\$1		18422/0501	1T	08/23/2010
CAMPANELLI WESTFIELD LLC	\$2,000,000		14025/0368	1O	03/19/2004
TOYS R US MASS INC	\$4,200,000		10118/0468	1T	12/31/1997

Building Information

Building 1 : Section 1

Year Built:
 Living Area: 0
 Replacement Cost: \$0

Building Percent Good:

Replacement Cost

Less Depreciation: \$0

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPPhotos/default.jpg>)

Building Layout

(http://images.vgsi.com/photos/WestfieldMAPPhotos/Sketches/100868_287)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 11.16
Frontage 1240
Depth
Assessed Value \$578,500
Appraised Value \$578,500

Outbuildings

Outbuildings

Legend

No Data for Outbuildings

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$0	\$578,500	\$578,500
2020	\$0	\$578,500	\$578,500
2019	\$0	\$549,300	\$549,300

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$0	\$578,500	\$578,500
2020	\$0	\$578,500	\$578,500
2019	\$0	\$549,300	\$549,300

6

Bk 18422 Pg 501 #49864
08-23-2010 @ 01:56p

AI

QUITCLAIM DEED

CAMPANELLI WESTFIELD LLC, a Massachusetts limited liability company, of Braintree, Norfolk County, Massachusetts ("Grantor"),

for consideration of Ten Dollars (\$10.00) paid, grants with Quitclaim Covenants to

CAMPANELLI WESTFIELD II LLC, a Massachusetts limited liability company, having a mailing address of One Campanelli Drive, Braintree, MA 02185 ("Grantee"),

the following parcels of land in Westfield, Hampden County, Massachusetts:

Lots 1B and 1C on a plan entitled "Lots 1B, 1C and 4C, Campanelli Drive, Westfield, Massachusetts, Approval Not Required Plan" dated April 3, 2006, prepared by Kelly Engineering Group, Inc., recorded with Hampden County Registry of Deeds in Plan Book 341, Page 91 (the "2006 Plan"), and

Lots 2A, 2C, 3A and 4D as shown on a plan entitled "Lots 2A, 3A, 4D and Parcels 2B, 2C, 3B and 4E, Campanelli Drive, Westfield, Massachusetts, Approval Not Required Plan" dated June 12, 2009, prepared by Kelly Engineering Group, Inc., recorded with Hampden County Registry of Deeds in Plan Book 356, Page 14 (the "2009 Plan"),

(all of said Lots 1B and 1C on the 2006 Plan and Lots 2A, 2C, 3A and 4D on the 2009 Plan, collectively, the "Premises")

The Premises are conveyed together with (i) all of Grantor's right, title and interest in Campanelli Drive as shown on the aforesaid plans, and (ii) the perpetual right and easement, as appurtenant to the Premises, to use Campanelli Drive in common with others for all purposes for which streets and ways are commonly used in said Westfield, including utility rights therein; provided, however, such perpetual right and easement shall be extinguished as of the dedication of said Campanelli Drive as a public way in which event Grantee shall have such rights therein as the public, in general, has.

The Premises are conveyed subject to and with the benefit of the following:

Return To:
Mr. Stephen P. Napolitano
Wilmer Cutler Pickering
Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109

Grantor hereby grants and allocates to Grantee, as appurtenant to the Premises, the following rights and allocations, the granting of which shall run with the land and be binding upon and inure to the benefit of their respective successors and assigns:

Of the 1,475,000 square feet of building space approved by the Massachusetts Executive Office of Environmental Affairs pursuant to EOE A No. 7688 and EOE A No. 4935, as heretofore supplemented or revised (the "EOEA Approvals"), with respect to the development of which the Premises are a part (the "Park"), Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated building space.

Of the 6,160 average daily vehicle trips approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated daily vehicle trips.

Of the 948 vehicle trips during the morning peak hours approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated vehicle trips during the morning peak hours.

Of the 1,178 vehicle trips during the evening peak hours approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated vehicle trips during the evening peak hours.

Of the 80,000 average gallons per day of waste water flow approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated waste water flow.

Of the less than 5,000 square feet of permitted impact on bordering vegetative wetlands approved pursuant to the EOE A Approvals with respect to the Park ("Permitted Wetlands Impact Area"), Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated Permitted Wetlands Impact Area, including the reversionary interest in any and all unused portion of Permitted Wetlands Impact Area allocated in that certain deed of Grantor to HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded with said Deeds in Book 18035, Page 447.

Of the 80+/- acres of impervious area approved pursuant to the EOE A Approvals with respect to the Park, Grantor hereby allocates to Grantee for the benefit of the Premises all remaining unallocated impervious area.

The Premises are conveyed subject to the use restriction set forth in that certain deed from Grantor to Hoopster Bear LLC, dated December 30, 2005, recorded with said Deeds in Book 15639, Page 554.

Said premises are also conveyed subject to and together with the benefit of the matters listed on Exhibit A attached hereto and incorporated herein.

The Premises contains certain areas or abuts area protected by M.G.L. Chapter 131, Section 40 known as the Massachusetts Wetlands Protection Act and comes under the jurisdiction of the Westfield Conservation Commission. No cutting of trees, clearing of brush, digging, filling in

with soil or debris, or the construction of any building is permitted within one hundred (100) feet of designated wetland areas or two hundred (200) feet of designated riverfront areas without the specific approval granted by the Westfield Conservation Commission.

Meaning and intending to convey and hereby conveying (i) portions of premises conveyed to Grantor by deed from Toys "R" Us - Mass, Inc., dated March 18, 2004 and recorded with said Deeds in Book 14025, Page 368, and (ii) all of the premises conveyed to Grantor by deed from Hoopster Bear, LLC, dated November 22, 2006 and recorded in Book 16342, Page 461.

This conveyance does not constitute a sale of all or substantially all of the assets of Grantor located in Massachusetts.

Consideration for this conveyance is such that no Massachusetts deed excise tax stamps are required.

(Remainder of Page Intentionally Left Blank; Signature Pages to Follow)

Executed as a sealed instrument as of August 19, 2010.

GRANTOR:

CAMPANELLI WESTFIELD LLC,
a Massachusetts limited liability company

By: Campanelli Devens II LLC, a Massachusetts limited liability company, Member

By: Campanelli Associates II Limited Partnership, a Massachusetts limited partnership, Member

By: Campanelli Associates II Corporation, a Massachusetts corporation, General Partner

By: *Daniel R. DeMarco*
Daniel R. DeMarco
President

By: *Jeffrey P. DeMarco*
Jeffrey P. DeMarco
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 17th day of August, 2010, before me, the undersigned notary public, personally appeared Daniel R. DeMarco DeMarco, proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President & Treasurer of Campanelli Associates II Corporation, a Massachusetts corporation, general partner as aforesaid of Campanelli Associates II Limited Partnership, a Massachusetts limited partnership, member as aforesaid of Campanelli Devens II LLC, a Massachusetts limited liability company, member as aforesaid of Campanelli Westfield LLC, a Massachusetts limited liability company.

James T. [Signature]
Notary Public
My commission expires: 02/19/14

[affix seal]

EXHIBIT A

List of Encumbrances

1. Water main easements to City of Holyoke under instrument dated May 22, 1897 and recorded in Book 551, Page 217, and under instrument dated June 5, 1897 and recorded in Book 551, Page 249, as affected by Release of Water Line Easement dated December 23, 1997 and recorded in Book 10119, Page 28; and as affected by Water Line Easement dated December 23, 1997 and recorded in Book 10119, Page 31; and as affected by Water Line Easement dated December 13, 2005 and recorded in Book 15639, Page 534.
2. Protective Restrictions for the Summit Lock Industrial Park, recorded in Book 8580, Page 244, as amended by restatement in their entirety by Amendment of Protective Restrictions for the Summit Lock Industrial Park dated November 3, 1995, recorded in Book 9298, Page 555; as affected by Waiver of Protective Restrictions dated December 30, 1997 and recorded in Book 10119, Page 19; as affected by Waiver and Assignment of Rights with Respect to Protective Restrictions dated March 18, 2004 and recorded in Book 14029, Page 265; as affected by Waiver and Termination of Right of First Refusal and Protective Covenants, dated December 30, 2005 and recorded in Book 15639, Page 561; as affected by Waiver and Termination of Right of First Refusal and Protective Restrictions dated October 15, 2009 and recorded in Book 18035, Page 463; and as affected by Waiver and Assignment of Rights with Respect to Protective Restrictions of even date and recorded herewith.
3. Utility Easement Agreement for easement to W. J. R. & D. Associates Limited Partnership dated November 3, 1995, recorded in Book 9299, Page 326, as affected by First Amendment to Utility Easement Agreement dated January 19, 1996, recorded in Book 9397, Page 354.
4. Park Covenants and Maintenance Agreement dated June 16, 2004 and recorded in Book 14265, Page 344.
5. Declaration of Drain Easement by Grantor dated December 30, 2005, recorded in Book 15639, Page 541.
6. Rights and allocations set forth in deed to Hoopster Bear, LLC dated December 30, 2005 and recorded in Book 15639, Page 554.
7. Easement to Verizon New England, Inc., dated March 22, 2006 and recorded in Book 15782, Page 82.
8. Rights and allocations set forth in deed to HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded with said Deeds in Book 18035, Page 447.
9. Easement Agreement between Grantor and HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded in Book 18035, Page 455.

10. Letter Agreement between Grantor and HD Westfield MA Landlord, LLC, dated October 15, 2009, recorded in Book 18035, page 472.
11. Notice of Option between Grantor and Pioneer Valley Energy Center, LLC, dated October 28, 2009, recorded in Book 18067, Page 59412.
12. Definitive Subdivision Plan Approval recorded in Book 14197, Page 180 and plan entitled "Definitive Subdivision Plan, Campanelli Drive (Phase One); Westfield, Massachusetts" prepared by Kelly Engineering Group, Inc., dated March 25, 2005 and recorded in Plan Book 333, Page 8.
13. Order of Conditions DEP File No. 333-662, issued by the City of Westfield Conservation Commission June 25, 2009, recorded in Book 17880, Page 230.
14. Special Permit/Site Plan Approval/Storm Water Management Permit, filed with the office of the Westfield City Clerk on June 17, 2009, recorded in Book 18012, Page 575.

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

0 CAMPANELLI DR

A1

Location 0 CAMPANELLI DR

Mblu 63/R / 3/ 2/D

Acct#

Owner CAMPANELLI WESTFIELD II LLC

Assessment \$3,000

Appraisal \$3,000

PID 102000

Building Count. 1

Current Value

		Appraisal		
Valuation Year	Improvements	Land	Total	
2021	\$0	\$3,000	\$3,000	

		Assessment		
Valuation Year	Improvements	Land	Total	
2021	\$0	\$3,000	\$3,000	

Owner of Record

Owner CAMPANELLI WESTFIELD II LLC
Co-Owner
Address P O BOX 850985
 BRAINTREE, MA 02185-0985

Sale Price \$1
Certificate
Book & Page 18422/0501
Sale Date 08/23/2010
Instrument 1V

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CAMPANELLI WESTFIELD II LLC	\$1		18422/0501	1V	08/23/2010
CAMPANELLI WESTFIELD LLC	\$29,727		16342/0461	1V	11/22/2006
HOOPSTER BEAR LLC	\$1		15639/0554	1V	01/18/2006

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0

Land Use

Use Code 440V
Description IND LD DV MDL-00
Zone
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.88
Frontage
Depth
Assessed Value \$3,000
Appraised Value \$3,000

Outbuildings**Outbuildings****Legend**

No Data for Outbuildings

Valuation History

Valuation Year	Appraisal		Total
	Improvements	Land	
4000	\$0	\$3,000	\$3,000
2020	\$0	\$3,000	\$3,000
2019	\$0	\$3,000	\$3,000

Valuation Year	Assessment		Total
	Improvements	Land	
4000	\$0	\$3,000	\$3,000
2020	\$0	\$3,000	\$3,000
2019	\$0	\$3,000	\$3,000

Massachusetts Quitclaim Deed

KNOW ALL MEN BY THESE PRESENTS that we, ROLAND BOISSONNAULT and LOUIS J. SCARFO, Co-Partners of LAROLO REALTY, a Massachusetts general partnership having a usual place of business in Westfield, Hampden County, Massachusetts, for consideration paid in the amount of TWO HUNDRED ONE THOUSAND FOUR HUNDRED and 00/100 (\$201,400.00) DOLLARS grant to A & S ASSOCIATES LIMITED PARTNERSHIP L.L.P., a Massachusetts limited liability partnership having a usual place of business at 79 Mainline Drive, Westfield, Hampden County, Massachusetts, with Quitclaim Covenants

Certain real estate situate in Westfield, Hampden County, Massachusetts, being known and designated as "Parcel L-5" as shown on the plan entitled: "Division of Property Westfield, Massachusetts FOR: (owner) Louis J. Scarfo..." dated March 17, 2000 and recorded in Hampden County Registry of Deeds in Book of Plans 316, Page 43, to which plan reference is hereby made for a more particular description.

Containing 10.07 acres of land according to said plan.

Subject to rights of others to use Eggleston Road.

Subject to rights of public to use old and traveled ways.

Easement rights to Western Mass Electric Company recorded April 27, 1917 in Hampden County Registry of Deeds at Book 1029, Page 460 and Book 979, Page 142, if applicable.

Easement rights to Turners Falls Power and Electric Corp. recorded November 16, 1942 in Hampden County Registry of Deeds at Book 1752, Page 161.

Drainage easement of City of Westfield recorded December 6, 1962 in Hampden County Registry of Deeds at Book 2924, Page 347, if applicable.

Being a portion of the premises conveyed to the grantors herein by deed of Roland Boissonnault, Executor under the Will of Laval Boissonnault, dated June 30, 1978 and recorded in the Hampden County Registry of Deeds in Book 4626, Page 88.

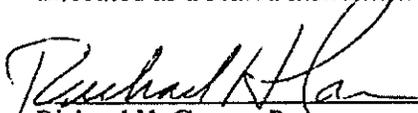
Parcel L-5 Servistar Industrial Way, Westfield, MA

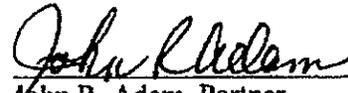
A&C ASSOCIATES LIMITED PARTNERSHIP L.L.P.
PARTNER'S CERTIFICATE

The undersigned hereby certifies as follows

1. The undersigned, Richard H. Carver and John R. Adam are the Partners of A&C Associates Limited Partnership L.L.P. (the Limited Partnership") duly authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property.
2. The grantee of the herein attached instrument of conveyance has no knowledge of any lack of authority on the part of any party executing said instrument of conveyance.

Executed as a sealed instrument this 26 day of SEPT, 2000.


Richard H. Carver, Partner

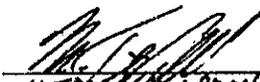

John R. Adam, Partner

COMMONWEALTH OF MASSACHUSETTS

Hampden , ss.

September 6, 2000

Then personally appeared the above-named Richard H. Carver and John R. Adam as aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me,



M. T. Campbell, Notary Public
My commission expires: 5/6/03

PARTNERS AFFIDAVIT and CERTIFICATE TO ACTION

We, Roland Boissonnault of New State Road, Montgomery, Hampden County, Massachusetts, and Louis J. Scarfo of 30 Clinton Avenue, Westfield, Hampden County, Massachusetts having personal knowledge of the facts herein stated, under oath depose and hereby aver, certify, warrant, and represent to the grantee herein as follows:

1. The undersigned are all of the General Partners of Larolo Realty, a Massachusetts general partnership ("Partnership") established by Partnership Agreement dated March 8, 1974
2. The Partnership is in full force and effect and the Agreement has not been amended, altered, modified, or terminated, to this date.
3. None of the undersigned have executed a written instrument reciting his resignation as a General Partner of the Partnership and they each presently remain in that capacity.
4. The conveyance is in the usual course of business.
5. Each Partner is a member of the Partnership.
5. The undersigned (or either of them, acting alone), have full power and authority on behalf of the Partnership to execute and deliver to the grantee the instrument of conveyance.

Signed under the penalties of perjury and executed as a sealed instrument this 25 day of September 2000.

WITNESS:

Nancy P. Allen

Roland Boissonnault
Roland Boissonnault, General Partner

Nancy P. Allen

Louis J. Scarfo
Louis J. Scarfo, General Partner

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

September 25, 2000

Then personally appeared the above-named Roland Boissonnault and Louis J. Scarfo, General Partners of Larolo Realty and made oath that the foregoing statement is true and acknowledged the foregoing to be their free act and deed, before me.

Nancy P. Allen
Nancy P. Allen Notary Public
My Commission expires: 7-24-2003

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

85 SERVISTAR IND WY



Location 85 SERVISTAR IND WY

Mblu 56/R / 19/ /

Acct#

Owner A & C ASSOCIATES LIMITED PARTNERSHIP LLP

Assessment \$1,294,300

Appraisal \$1,294,300

PID 5780

Building Count 2

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$1,128,300	\$166,000	\$1,294,300

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$1,128,300	\$166,000	\$1,294,300

Owner of Record

Owner A & C ASSOCIATES LIMITED PARTNERSHIP LLP
Co-Owner
Address 85 SERVISTAR IND WY
 WESTFIELD, MA 01085

Sale Price \$1
Certificate
Book & Page 11774/0114
Sale Date 07/26/2001
Instrument 1F

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
A & C ASSOCIATES LIMITED PARTNERSHIP LLP	\$1	<i>affidavit recorded</i>	11774/0114	1F	07/26/2001
A & S ASSOCIATES LIMITED PARTNERSHIP LLP	\$201,400	<i>11247</i>	11348/0506	00	09/26/2000
SCARFO, LOUIS J. & ET AL	\$1		3930/0291	1N	03/11/1974

Building Information

Building 1 : Section 1

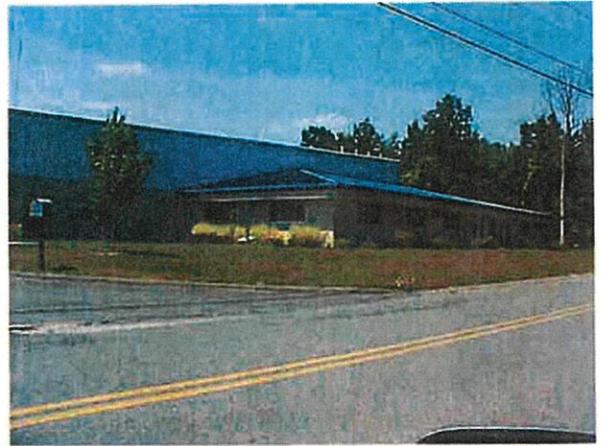
Year Built: 2001
Living Area: 39,055
Replacement Cost: \$778,757

Building Percent Good: 78
Replacement Cost
Less Depreciation: \$607,400

Building Attributes

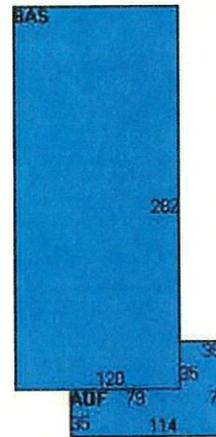
Field	Description
Style:	Light Indust
Model	Commercial
Grade	AVERAGE
Stories:	1.0
Occupancy	0.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Typical
Roof Cover	Metal/Tin
Interior Wall 1	Typical2
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Typical
Heating Type	Space Heat
AC Type	None
Struct Class	
Bldg Use	FACTORY MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	400C
Heat/AC	TYPICAL
Frame Type	MASONRY
Baths/Plumbing	AVERAGE
Ceiling/Wall	TYPICAL
Rooms/Prtns	NONE
Wall Height	19.00
% Corn Wall	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/000001031.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/5780_5780.j)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	33,840	33,840	
AOF	Office, (Average)	5,215	5,215	
		39,055	39,055	

Building 2 : Section 1

Year Built: 2006
Living Area: 27,200
Replacement Cost: \$548,352
Building Percent Good: 84
Replacement Cost
Less Depreciation: \$460,600

Field	Description
Style:	Light Indust
Model	Commercial
Grade	AVERAGE
Stories:	1
Occupancy	0.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Typical
Roof Cover	Metal/Tin
Interior Wall 1	Typical2
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Typical
Heating Type	Space Heat
AC Type	None
Struct Class	
Bldg Use	FACTORY MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	400C
Heat/AC	TYPICAL
Frame Type	MASONRY
Baths/Plumbing	AVERAGE
Ceiling/Wall	TYPICAL
Rooms/Prtns	NONE
Wall Height	19.00
% Corn Wall	0.00

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPPhotos//default.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPPhotos//Sketches/5780_28904)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	27,200	27,200
		27,200	27,200

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
LDL1	LOAD LEVELERS	1.00 UNITS	\$1,500	1
OVHD	OVERHEAD DOOR	4.00 UNITS	\$3,000	1
SPR1	SPRINKLERS-WET	39055.00 S.F.	\$15,600	1
A/C	AIR CONDITION	7375.00 UNITS	\$11,500	1

Land

Land Use

Use Code 400C
 Description FACTORY MDL-94
 Zone IA
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 10.07
 Frontage 368
 Depth 0
 Assessed Value \$166,000
 Appraised Value \$166,000

Outbuildings

Outbuildings				Legend		
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			34000.00 S.F.	\$28,700	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$1,208,900	\$166,000	\$1,374,900
2020	\$1,208,900	\$166,000	\$1,374,900
2019	\$1,170,500	\$159,000	\$1,329,500

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$1,208,900	\$166,000	\$1,374,900
2020	\$1,208,900	\$166,000	\$1,374,900
2019	\$1,170,500	\$159,000	\$1,329,500

0

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that COFASTCO, LLC, a Massachusetts Limited Liability Company with a usual place of business at 91 Servistar Industrial Way, Westfield, Massachusetts,

for consideration paid, and in full consideration of, FIVE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS (\$527,500.00),

grants to MACABEE, LLC, a Massachusetts Limited Liability Company with a usual place of business at 91 Servistar Industrial Way, Westfield, Massachusetts,

with QUITCLAIM COVENANTS

the property known as 91 Servistar Industrial Way, Westfield, Massachusetts, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

Signed as a sealed instrument as of this 8TH day of December, 2006.

[Signature]
Witness

COFASTCO, LLC
By: [Signature]
Arthur Demas
Its Co-Manager

[Signature]
Witness

By: [Signature]
Lenard J. Mockalis
Its Co-Manager

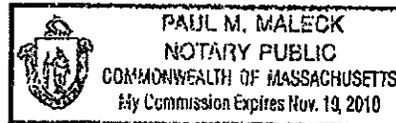
COMMONWEALTH OF MASSACHUSETTS

County of Hampden

December 8TH, 2006

On this 8TH day of December, 2006, before me, the undersigned notary public, personally appeared Arthur Demas and Lenard J. Mockalis, as Co-Managers for COFASTCO, LLC, who proved to me through satisfactory evidence of identification, which is personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose,

[Signature]
Notary Public:
My Commission Expires:



Affected Premises: 91 Servistar Industrial Way, Westfield, Massachusetts

Exhibit "A"

Certain real estate situate in Westfield, Hampden County, Massachusetts, being known and designated as Parcel "L-4" as shown on the plan entitled: "Division of Property Westfield, Massachusetts FOR: (owner) Louis J. Scarfo..." dated November 10, 1999 and recorded in Hampden County Registry of Deeds in Book of Plans 315, Page 27, to which plan reference is hereby made for a more particular description.

Containing approximately 3.98 acres of land according to said plan.

Being the same premises conveyed to the Grantor herein by deed of Roland Boissonnault and Louis J. Scarfo, Co-Partners of Laroio Realty, dated April 6, 2000, and recorded as aforesaid on April 6, 2000 in Book 11151, Page 435.

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 12-15-2006 @ 12:25pm
Ct1#: 604 Doc#: 110695
Fee: \$2,405.40 Cons: \$527,500.00

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

91 SERVISTAR IND WY

D

Location 91 SERVISTAR IND WY

Mblu 56/R / 107//

Acct#

Owner MACABEE, LLC

Assessment \$263,800

Appraisal \$263,800

PID 5858

Building Count 1

Current Value

		Appraisal		
Valuation Year	Improvements	Land	Total	
2021	\$154,200	\$109,600	\$263,800	

		Assessment		
Valuation Year	Improvements	Land	Total	
2021	\$154,200	\$109,600	\$263,800	

Owner of Record

Owner MACABEE, LLC
Co-Owner
Address 91 SERVISTAR IND WY
 WESTFIELD, MA 01085

Sale Price \$527,500
Certificate
Book & Page 16393/0372
Sale Date 12/15/2006
Instrument 1B

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
MACABEE, LLC	\$527,500		16393/0372	1B	12/15/2006
COFASTCO, LLC	\$79,600		11151/0435	00	04/06/2000
SCARFO, LOUIS J	\$1		3930/0291	1N	03/11/1974

Building Information

Building 1 : Section 1

Year Built: 2000
Living Area: 7,440
Replacement Cost: \$186,446
Building Percent Good: 78

Replacement Cost
Less Depreciation:

\$145,400

Building Attributes

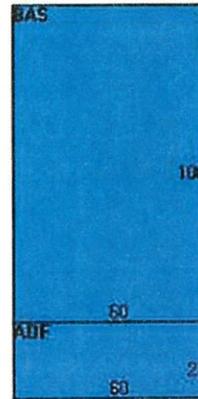
Field	Description
Style:	Light Indust
Model	Commercial
Grade	AVERAGE
Stories:	1.0
Occupancy	0.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	Drywall/Sheet
Interior Floor 1	Concr-Finished
Interior Floor 2	Carpet
Heating Fuel	Oil
Heating Type	Space Heat
AC Type	None
Struct Class	
Bldg Use	COMM WHSE MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	316C
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUSP-CEIL ONLY
Rooms/Prtns	AVERAGE
Wall Height	16.00
% Comn Wall	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPPhotos/A00\00\10\30.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPPhotos/Sketches/5858_5858.j)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	6,000	6,000
AOF	Office, (Average)	1,440	1,440
		7,440	7,440

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 316C
 Description COMM WHSE MDL-94
 Zone IA
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 3.98
 Frontage 0
 Depth 0
 Assessed Value \$109,600
 Appraised Value \$109,600

Outbuildings

Outbuildings				Legend		
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			10000.00 S.F.	\$8,500	1
SGN1	SIGN-1 SD W/M			30.00 S.F.&HGT	\$300	1

Valuation History

Valuation Year	Appraisal		
	Improvements	Land	Total
4000	\$165,400	\$109,600	\$275,000
2020	\$165,400	\$109,600	\$275,000
2019	\$160,200	\$106,100	\$266,300

Valuation Year	Assessment		
	Improvements	Land	Total
4000	\$165,400	\$109,600	\$275,000
2020	\$165,400	\$109,600	\$275,000
2019	\$160,200	\$106,100	\$266,300

E

Massachusetts Warranty Deed (Corporation)

KNOW ALL MEN BY THESE PRESENTS that ROLAND BOISSONNAULT and LOUIS J. SCARFO, Co-Partners of LAROLO REALTY, a Massachusetts general partnership having a usual place of business in Westfield, Hampden County, Massachusetts, for consideration paid in the amount of EIGHTY THOUSAND and 00/100 (\$80,000.00) DOLLARS grants to WHITETAIL REALTY L.L.P., with a usual place of business at 121 Summit Lock Road, Westfield, Hampden County, Massachusetts, with Warranty Covenants

Certain real estate situate in Westfield, Hampden County, Massachusetts, being known and designated as Parcel "L-3B" as shown on the plan entitled "Division of Property Westfield, Massachusetts FOR: Louis J. Scarfo...." dated July 13, 1998 and recorded in Hampden County Registry of Deeds in Book of Plans 309, Page 3, to which plan reference is hereby made for a more particular description.

Containing approximately 3.94 acres of land according to said plan.

The grantor agrees to pay all real estate taxes as they relate to the subject property through December 31, 1998.

Being a portion of the premises conveyed to the grantors herein by deed of Roland Boissonnault, Executor under the Will of Laval Boissonnault, dated June 30, 1978 and recorded in the Hampden County Registry of Deeds in Book 4626, Page 88.

WITNESS our hands and seals this 15 day of September, 1998.

LAROLO REALTY

BY Roland Boissonnault
Roland Boissonnault - Co-Partner

BY Louis J. Scarfo
Louis J. Scarfo - Co-Partner

DEEDS REG 12
HAMPDEN

09/17/98

TAX 364.80
CHCK 364.80

0795A308 10:54
EXCISE TAX

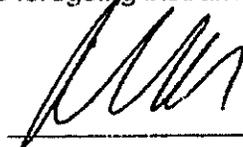
Parcel "L-3B" Servistar Industrial Way, Westfield, MA

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

September 15, 1998

Then personally appeared the above named Roland Boissonnault and Louis J. Scarfo, Co-Partners of Larolo Realty, and acknowledged the foregoing instrument to be their free act and deed, before me



Notary Public

My Commission Expires:

9-20-2002

Philip A. Smith

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

97 SERVISTAR IND WY

3

Location 97 SERVISTAR IND WY

Mblu 56/R / 106/ /

Acct#

Owner WHITETAIL REALTY L.L.P.

Assessment \$338,400

Appraisal \$338,400

PID 5857

Building Count 1

Current Value

		Appraisal		
Valuation Year	Improvements	Land	Total	
2021	\$240,900	\$97,500	\$338,400	

		Assessment		
Valuation Year	Improvements	Land	Total	
2021	\$240,900	\$97,500	\$338,400	

Owner of Record

Owner WHITETAIL REALTY L.L.P.
Co-Owner
Address 97 SERVISTAR IND WY
 WESTFIELD, MA 01085

Sale Price \$80,000
Certificate
Book & Page 10449/0277
Sale Date 09/17/1998
Instrument 1D

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
WHITETAIL REALTY L.L.P.	\$80,000		10449/0277	1D	09/17/1998

Building Information

Building 1 : Section 1

Year Built: 1999
Living Area: 15,000
Replacement Cost: \$307,350
Building Percent Good: 74
**Replacement Cost
 Less Depreciation:** \$227,400

Building Attributes

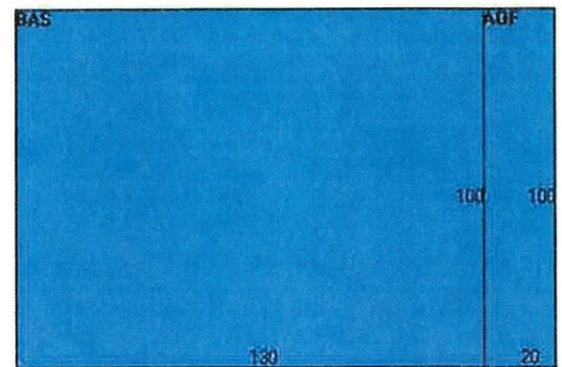
Field	Description
Style:	Light Indust
Model	Commercial
Grade	AVERAGE
Stories:	1.0
Occupancy	0.00
Exterior Wall 1	Pre-finsh Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	Drywall/Sheet
Interior Floor 1	Concr-Finished
Interior Floor 2	Carpet
Heating Fuel	Oil
Heating Type	Space Heat
AC Type	None
Struct Class	
Bldg Use	FACTORY MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	400C
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUSP-CEIL ONLY
Rooms/Prtns	NONE
Wall Height	20.00
% Comn Wall	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/00000101029.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/5857_5857.j)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	13,000	13,000
AOF	Office, (Average)	2,000	2,000
		15,000	15,000

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
OVHD	OVERHEAD DOOR	2.00 UNITS	\$1,500	1
SPR1	SPRINKLERS-WET	15000.00 S.F.	\$6,000	1

Land

Land Use

Land Line Valuation

Use Code	400C	Size (Acres)	3.94
Description	FACTORY MDL-94	Frontage	0
Zone	IA	Depth	0
Neighborhood		Assessed Value	\$97,500
Alt Land Appr Category	No	Appraised Value	\$97,500

Outbuildings

Outbuildings				Legend		
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			7090.00 S.F.	\$8,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$253,200	\$97,500	\$350,700
2020	\$253,200	\$97,500	\$350,700
2019	\$245,200	\$93,100	\$338,300

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$253,200	\$97,500	\$350,700
2020	\$253,200	\$97,500	\$350,700
2019	\$245,200	\$93,100	\$338,300

F

Bk 22432 Pg503 #66218
11-02-2018 @ 01:07p

Address: 115 Servistar Industrial Way
Westfield, MA

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 11-02-2018 @ 01:07pm
Ct1#: 254 Doc#: 66218
Fee: \$5,928.00 Cons: \$1,300,000.00

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Mary Jane Elletson, Trustee of the CWR Realty Trust, u/d/t dated January 14, 1997 and recorded in the Hampden County Registry of Deeds in Book 9741, Page 42, of 12 Lyons Avenue, Delmar, NY,

for consideration of One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) grant to

O'LEARY-VINCUNAS LLC, a Massachusetts limited liability company with offices at 200 Silver Street, Suite 201, Agawam, Massachusetts,

with **QUITCLAIM COVENANTS**,

Certain real estate situated in Westfield, Hampden County, Massachusetts, being designated as PARCEL "L-1" AREA = 4.00 ACRES as shown on the Plan entitled "Division of Property Westfield, Massachusetts for: Louis J. Scarfo...November 12, 1996..." recorded in Hampden County Registry of Deeds in Book of Plans 301, Page 63, to which plan reference is made for a more particularly description.

Being the premises known as 115 Servistar Industrial Way, Westfield, Hampden County, Massachusetts.

BEING the same premises conveyed to the Grantor herein by deed of Roland Boissonnault and Louis J. Scarfo, co-partners of Larlo Realty, dated January 10, 1997 and recorded in the Hampden County Registry of Deeds in Book 9741, Page 47.

Executed as a sealed instrument on this 26th day of October, 2018.

[Signature]
Witness

Mary Jane Elletson
MARY JANE ELLETSON, Trustee

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

October 26, 2018

On this day before me, the undersigned notary public, personally appeared the above-named Mary Jane Elletson, Trustee of CWR Realty Trust, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and as the free act and deed of said Trust.



DANIEL M. MCKELICK
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
September 30, 2022

[Signature]
Daniel M. McKelick, Notary Public
My commission expires: 9/30/22

115 SERVISTAR IND WY

K

Location 115 SERVISTAR IND WY

Mblu 56/R / 103//

Acct#

Owner O'LEARY-VINCUNAS LLC

Assessment \$746,600

Appraisal \$746,600

PID 5854

Building Count 1

Current Value

		Appraisal		
Valuation Year	Improvements	Land	Total	
2021	\$648,800	\$97,800	\$746,600	

		Assessment		
Valuation Year	Improvements	Land	Total	
2021	\$648,800	\$97,800	\$746,600	

Owner of Record

Owner O'LEARY-VINCUNAS LLC
Co-Owner
Address 200 SILVER ST, STE 201
 AGAWAM, MA 01001

Sale Price \$1,300,000
Certificate
Book & Page 22432/0503
Sale Date 11/02/2018
Instrument 1C

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
O'LEARY-VINCUNAS LLC	\$1,300,000		22432/0503	1C	11/02/2018
ELLETSON, MARY JANE, TRUSTEE	\$76,000		9741/0047	00	01/14/1997

Building Information

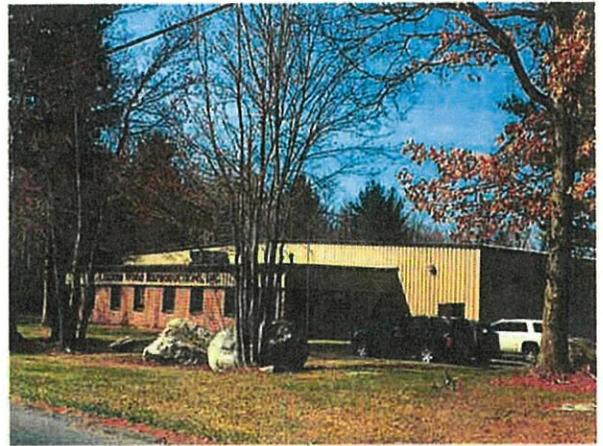
Building 1 : Section 1

Year Built: 1996
Living Area: 26,400
Replacement Cost: \$710,464
Building Percent Good: 86

Replacement Cost
Less Depreciation: \$611,000

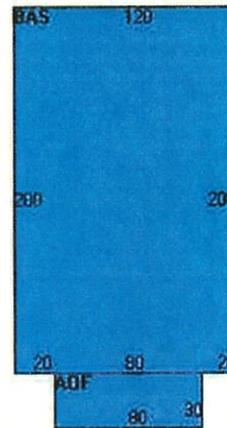
Building Attributes	
Field	Description
Style:	Warehouse
Model	Industrial
Grade	Average +10
Stories:	1.0
Occupancy	0.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Minim/Masonry
Interior Wall 2	Drywall/Sheet
Interior Floor 1	Concr-Finished
Interior Floor 2	Carpet
Heating Fuel	Oil
Heating Type	Space Heat
AC Type	None
Struct Class	
Bldg Use	FACTORY MDL-96
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	4000
Heat/AC	NONE
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUSP-CEIL ONLY
Rooms/Prtns	NONE
Wall Height	18.00
% Comn Wall	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPotos/A02\03\84\05.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPotos/Sketches/5854_5854.j)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	24,000	24,000
AOF	Office, (Average)	2,400	2,400
		26,400	26,400

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
LDL1	LOAD LEVELERS	2.00 UNITS	\$2,900	1
OVHD	OVERHEAD DOOR	3.00 UNITS	\$2,300	1
SPR1	SPRINKLERS-WET	26400.00 S.F.	\$10,600	1

Land

Land Use

Use Code 4000
 Description FACTORY MDL-96
 Zone C
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 4
 Frontage 0
 Depth 0
 Assessed Value \$97,800
 Appraised Value \$97,800

Outbuildings

Outbuildings					Legend	
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			26000.00 S.F.	\$22,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$677,200	\$97,800	\$775,000
2020	\$677,200	\$97,800	\$775,000
2019	\$522,200	\$93,400	\$615,600

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$677,200	\$97,800	\$775,000
2020	\$677,200	\$97,800	\$775,000
2019	\$522,200	\$93,400	\$615,600

H

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT I, DANIEL B. PETERS, of 5 Bull Head Road, Southamptn, Massachusetts, for consideration paid and in consideration of ONE AND 00/100 DOLLARS (\$1.00) grant to 191 SERVISTAR REALTY, LLC, a Massachusetts limited liability company of 191 Servistar Industrial Way, Westfield, Massachusetts, the land in Westfield, Hampden County, Massachusetts, more particularly described as Parcel "D" on a plan by D.L. Bean, Inc. Surveyors and Engineers, which plan is recorded with the Hampden County Registry of Deeds in Book of Plans 333, Page 34.

Said premises are also further conveyed subject to rights of record in favor of Ampad and rights in favor of Western Massachusetts Electric Company recorded with the Hampden County Registry of Deeds in Book 1758, Page 317, as most recently amended, a 20 foot drainage easement as described in Book 5721, Page 45, and Book 1756, Page 51, and Book 1757, Page 45; and the rights of the Clark Family Realty Trust pursuant to that certain drainage easement reserved in the Quitclaim deed recorded as aforesaid in Book 14254, Page 521.

Being the same premises described in the deed recorded with Hampden County Registry of Deeds in Book 14254, Page 521.

Witness my hand and seal this 31st day of July, 2012.

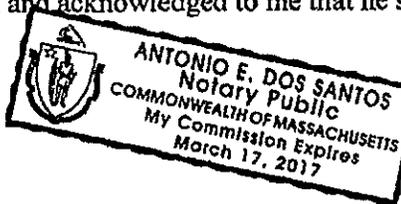
Daniel B Peters
DANIEL B. PETERS

191 Industrial Servistar Way
Westfield, MA

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 31st day of July, 2012, before me, the undersigned Notary Public, personally appeared Daniel B. Peters, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]
Notary Public:
My Commission Expires:

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

191 SERVISTAR IND WY

H

Location 191 SERVISTAR IND WY

Mblu 56/R / 30/ 1/B

Acct#

Owner 191 SERVISTAR REALTY LLC

Assessment \$278,500

Appraisal \$278,500

PID 100861

Building Count 1

Current Value

		Appraisal		
Valuation Year	Improvements	Land	Total	
2021	\$192,300	\$86,200	\$278,500	
		Assessment		
Valuation Year	Improvements	Land	Total	
2021	\$192,300	\$86,200	\$278,500	

Owner of Record

Owner 191 SERVISTAR REALTY LLC
Co-Owner
Address 191 SERVISTAR IND WY
 WESTFIELD, MA 01085

Sale Price \$1
Certificate
Book & Page 19372/0598
Sale Date 07/31/2012
Instrument 1B

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
191 SERVISTAR REALTY LLC	\$1		19372/0598	1B	07/31/2012
PETERS, DANIEL	\$68,848		14254/0521	1B	06/15/2004
CLARK, ARTHUR L & ETAL	\$1		6723/0522	1A	12/31/1987

Building Information

Building 1 : Section 1

Year Built: 2004
Living Area: 5,814
Replacement Cost: \$180,467
Building Percent Good: 78

Replacement Cost
Less Depreciation:

\$140,800

Building Attributes

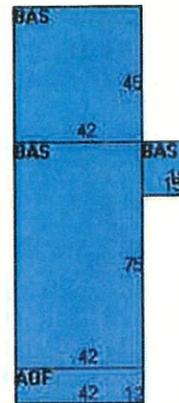
Field	Description
Style:	Light Indust
Model	Commercial
Grade	AVERAGE
Stories:	1
Occupancy	1.00
Exterior Wall 1	Pre-finish Metl
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Rolled Compos
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	Carpet
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	None
Struct Class	
Bldg Use	FACTORY MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	400C
Heat/AC	HEAT/AC PKGS
Frame Type	STEEL
Baths/Plumbing	AVERAGE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	12.00
% Conn Wall	

Building Photo



(<http://images.vgsi.com/photos/WestfieldMAPhotos/A02105113135.jpg>)

Building Layout



(http://images.vgsi.com/photos/WestfieldMAPhotos/Sketches/100861_287)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	5,310	5,310
AOF	Office, (Average)	504	504
		5,814	5,814

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 400C
Description FACTORY MDL-94
Zone
Neighborhood
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 1.67
Frontage 300
Depth
Assessed Value \$86,200
Appraised Value \$86,200

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
FGR5	W/LOFT GOOD			1500.00 S.F.	\$36,000	1
OVHD	OVERHEAD DOOR	L		5.00 UNITS	\$3,800	1
FCP	CARPORT			2400.00 S.F.	\$9,600	1
SGN1	SIGN-1 SD W/M			60.00 S.F.&HGT	\$700	1
SGN3	W/INT LIGHTS			36.00 S.F.&HGT	\$1,400	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
4000	\$203,100	\$86,200	\$289,300
2020	\$203,100	\$86,200	\$289,300
2019	\$159,300	\$81,800	\$241,100

Assessment			
Valuation Year	Improvements	Land	Total
4000	\$203,100	\$86,200	\$289,300
2020	\$203,100	\$86,200	\$289,300
2019	\$159,300	\$81,800	\$241,100

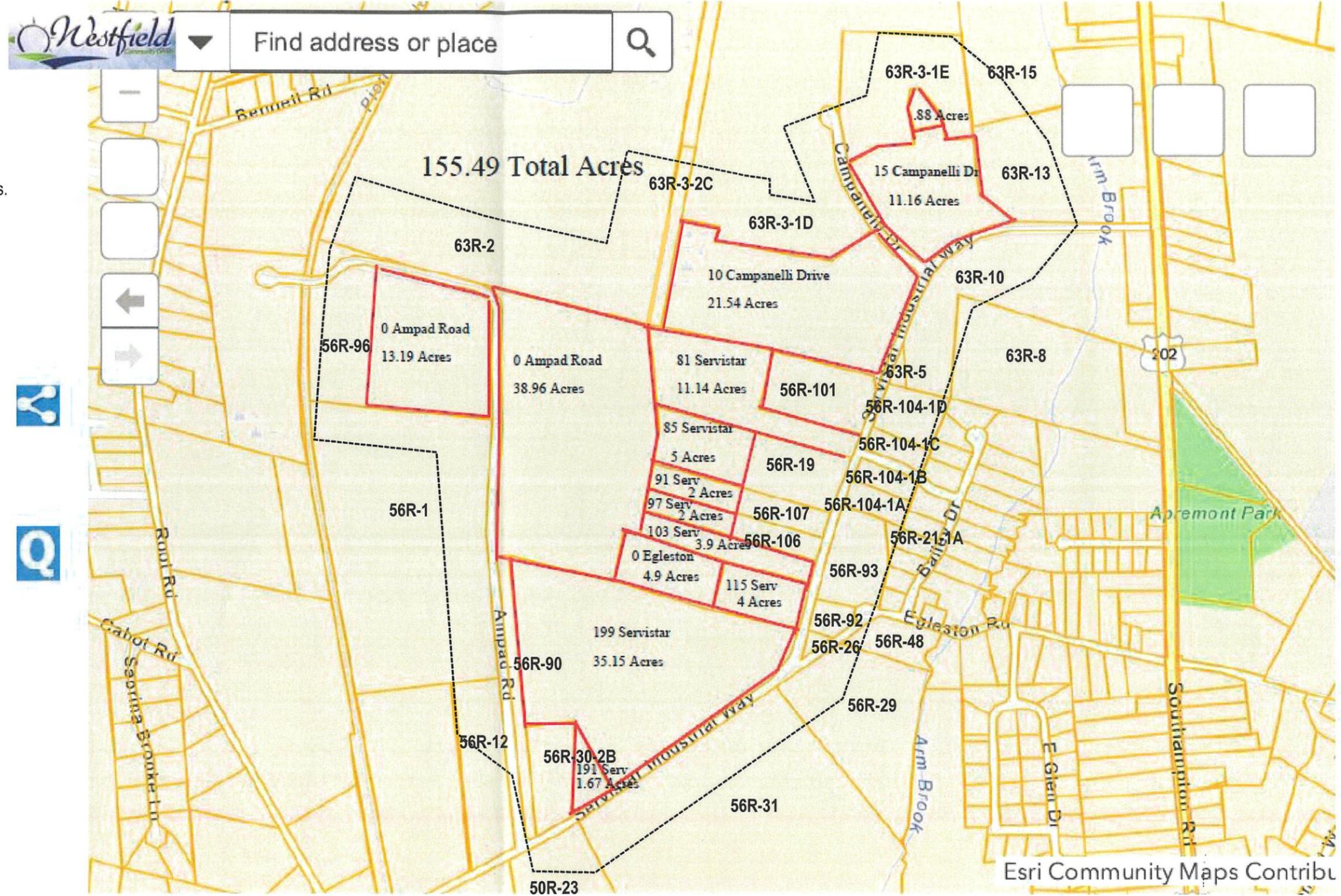
SECTION 5

LOCUS MAP BASED ON WESTFIELD GIS

WESTFIELD DATA CENTER PARCEL DELINEATIONS

4/25/2021

<https://westfieldma.maps.arcgis.com/apps/webappviewer/index.html?id=80699edcf56a4893ba68b59126aa99bb>



Servistar Data Center Campus Property Delineation.
Comprises (15) parcels totaling 155.49 acres.

Abutter property lines (300'-0")



Servistar LLC
One Boston Place
Suite 2600
Boston, MA 02108

Prepared: 07/09/2021
Revised: EJB
Checked by:

SERVISTAR – Data Center Campus
Area Site Plan
Westfield, Massachusetts

S-1
Westfield DC Parcels

SECTION 6

LIST OF ABUTTERS WITHIN 300 FEET OF PROPERTY (SOURCE: CITY OF WESTFIELD ASSESSORS)

WESTFIELD CAMPUS PROPERTY ABUTTERS LIST WITHIN 300'-0" OF PROPERTY LINES

ABUTTERS LIST:

<u>NO.</u>	<u>MAP-PARCEL #</u>	<u>ADDRESS</u>	<u>OWNER</u>	<u>MAILING ADDRESS</u>	<u>CITY, STATE, ZIP CODE</u>
1	63R-2	61 MEDEIROS WY	AGNL GROCERY (WESTFIELD) LLC	245 PARK AVE., 24TH FLOOR	NEW YORK, NY 10167
2	63R-3-2C	0 CAMPANELLI DR	CAMPANELLI WESTFIELD II LLC	PO BOX 850985	BRAINTREE, MA 02185-0985
3	63R-3-1D	50 CAMPANELLI DR	HD WESTFIELD MA LANDLORD LLC	C/O HOME DEPOT USA, 9320 WILSHIRE RD, STE 306	BEVERLY HILLS, CA 90212
4	63R-3-1E	45 CAMPANELLI DR	LINEAGE PFS MA WESTFIELD RE, LLC	ATTN: TAX DEPT, 46500 HUMBOLDT DR	NOVI, MI 48377-2434
5	63R-15	121 MEDEIROS WY	SUMMIT LOCK ROAD, LLC	C/O NAI PLOTKIN, 1350 MAIN ST, STE 1410	SPRINGFIELD, MA 01103
6	63R-13	868 SOUTHAMPTON RD	HERITAGE RESIDENTS ASSOCIATION, INC.	C/O PREMIER PROPERTY MANAGEMENT, 113 ELM STREET, SUITE 102	ENFIELD, CT 06082
7	63R-10	0 SOUTHAMPTON RD	MICRO ABRASIVES CORP.	PO BOX 669	WESTFIELD, MA 01086-0669
8	63R-8	720 SOUTHAMPTON RD	MICRO ABRASIVES CORP.	PO BOX 669	WESTFIELD, MA 01086-0669
9	63R-5	129 TIMBERSWAMP RD	WESTMASS AREA DEVELOPMENT ASSOCIATES INC.	1500 MAIN ST	SPRINGFIELD, MA 01101
10	56R-104-1D	64 SERVISTAR IND WY	CHERNAN LLC	C/O SEALRYT CORPORATION, INC. 64 SERVISTAR IND WY	WESTFIELD, MA 01085
11	56R-104-1C	76 SERVISTAR IND WY	AERO SERVISTAR LLC	C/O AERO FASTENER REALTY LLC, 76 SERVISTAR IND WY	WESTFIELD, MA 01085
12	56R-104-1B	0 SERVISTAR IND WY	A AND G REALTY TRUST	90 SERVISTAR INDUSTRIAL WAY	WESTFIELD, MA 01085
13	56R-104-1A	90 SERVISTAR IND WY	GARY'S CONSTRUCTION CO INC.	90 SERVISTAR INDUSTRIAL WAY	WESTFIELD, MA 01085
14	56R-21-1A	0 SERVISTAR IND WY	SERVISTAR REALTY, LLC	86 WOODCLIFF DR	WESTFIELD, MA 01085
15	56R-93	100 SERVISTAR IND WY	SERVISTAR REALTY, LLC	86 WOODCLIFF DR	WESTFIELD, MA 01085
16	56R-92	95 EGLESTON RD	CWW REALTY, LLC	95 EGLESTON RD	WESTFIELD, MA 01085
17	56R-26	0 EGLESTON RD	CLARK RAYMOND + ET AL	C/O BRIAN CLARK, 54 DOBEK AV	CHICOPEE, MA 01020
18	56R-48	80 EGLESTON RD	JENSEN, JAMES C. & ET AL	C/O JENSEN CONSTRUCTION CO, 21 POND VIEW DR	GRANVILLE, MA 01034-9738
19	56R-29	0 EGLESTON RD	LOWE'S COMPANIES SITE # 1432	TAX DEPT 1ETA, 1000 LOWES BD	MOORESVILLE, NC 28117
20	56R-31	180 SERVISTAR IND WY	LOWE'S COMPANIES SITE # 1432	TAX DEPT 1ETA, 1000 LOWES BD	MOORESVILLE, NC 28117
21	50R-23	0 SERVISTAR IND WY	LOWE'S COMPANIES SITE # 1432	TAX DEPT 1ETA, 1000 LOWES BD	MOORESVILLE, NC 28117
22	56R-30-2B	199 SERVISTAR IND WY	DEMARINIS, FRANK A	199 SERVISTAR IND WY	WESTFIELD, MA 01085
23	56R-90	0 EGLESTON RD	CITY OF WESTFIELD	59 COURT ST	WESTFIELD, MA 01085
24	56R-12	0 EGLESTON RD EX	A DUIE PYLE INC.	ATTN: PETE LATTA, PO BOX 564, 650 WESTTOWN RD	WEST CHESTER, PA 19381-0564
25	56R-1	66 AMPAD RD	A DUIE PYLE INC. - C/O A/P	PO BOX 564, 650 WESTTOWN RD	WEST CHESTER, PA 19381-0564
26	56R-96	0 AMPAD RD	PIONEER VALLEY RAILROAD CO INC.	170 LOCKHOUSE RD UNIT 7	WESTFIELD, MA 01085
27	56R-101	77 SERVISTAR IND WY	JMF REALTY LLC	5 COLTS DR	HOLMDEL, NJ 07733-1863
28	56R-19	85 SERVISTAR IND WY	A&C ASSOCIATES LIMITED PARTNERSHIP LLP	85 SERVISTAR IND WY	WESTFIELD, MA 01085
29	56R-107	91 SERVISTAR IND WY	MACABEE, LLC	91 SERVISTAR IND WY	WESTFIELD, MA 01085
30	56R-106	97 SERVISTAR IND WY	WHITETAIL REALTY L.L.P.	97 SERVISTAR IND WY	WESTFIELD, MA 01085



Servistar LLC
One Boston Place
Suite 2600
Boston, MA 02108

Prepared: 07/09/2021
 Revised: EJB
 Checked by:

SERVISTAR – Data Center Campus
Area Site Plan
 Westfield, Massachusetts

S-2
ABUTTERS LIST

SECTION 7

WESTFIELD DATA CENTER CAMPUS NARRATIVE ADDENDUM TO APPLICATION (FILED AS SEPARATE DOCUMENT)

APPENDICES

(FILED AS SEPARATE DOCUMENTS)

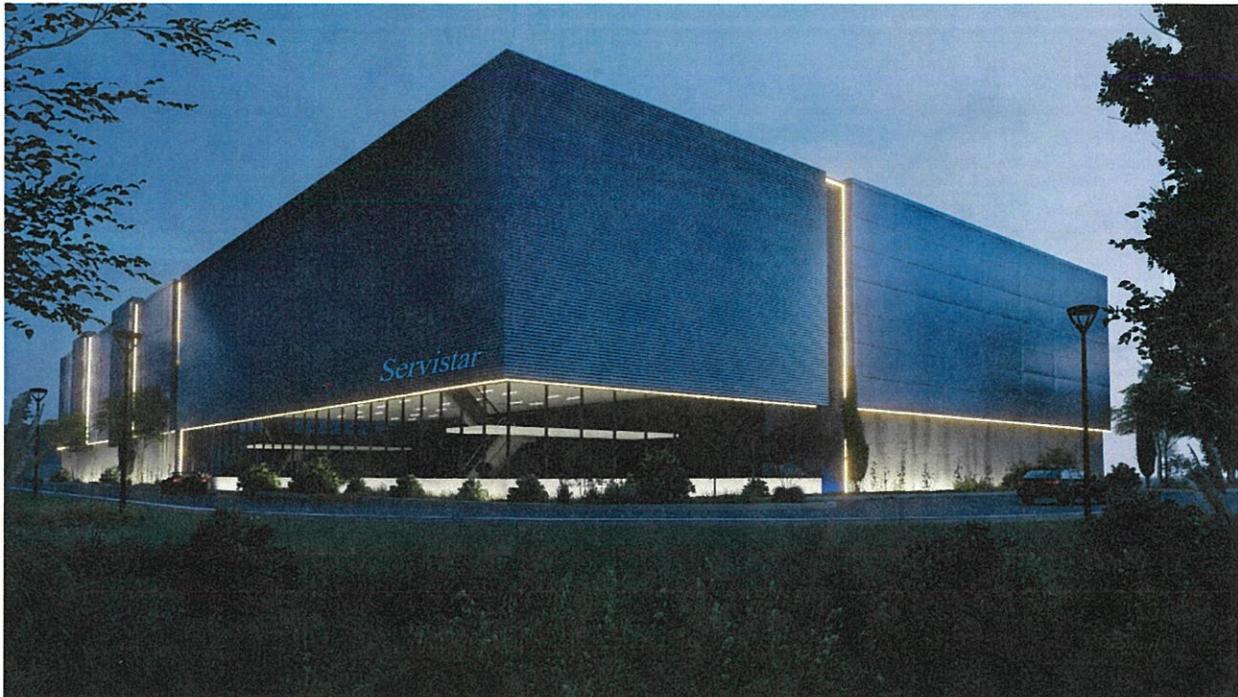
- “PROPOSED WESTFIELD DATA CENTER CAMPUS”
SITE PLAN SET BY CIVIL1, DATED AUGUST 11, 2021
 - STORMWATER MANAGEMENT PLAN
 - TRAFFIC REPORT
 - SOUND REPORT
- JOBS AND ECONOMIC DEVELOPMENT REPORT



ORIGINAL

PROJECT NARRATIVE ADDENDUM

WESTFIELD DATA CENTER CAMPUS



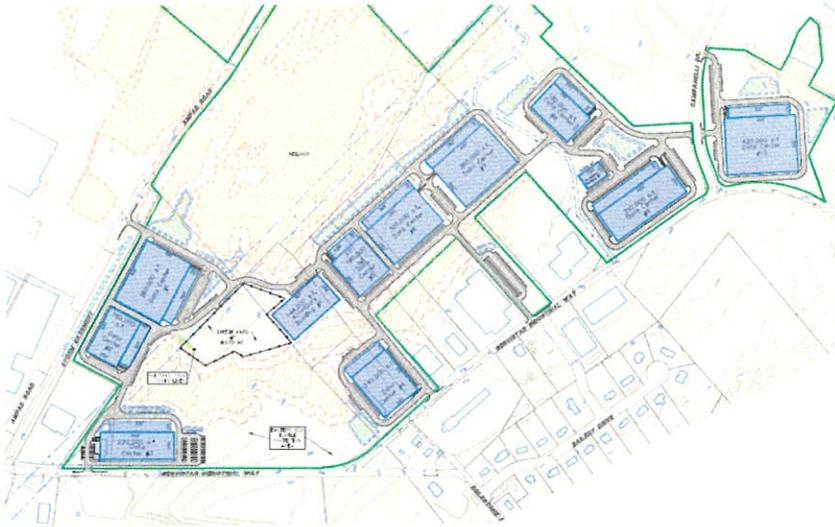
Prepared For:

City of Westfield Planning Board
59 Court Street
Westfield, MA 01085

August 13, 2021

PROJECT OVERVIEW

The Westfield Data Center Campus development project (referred to as the “Westfield Campus” or the “Project”) is a state-of-the-art hyperscale data center campus consisting of ten (10) data center buildings totaling approximately 2.74 million square feet of data center space ranging in



size from 180,000 square feet to 420,000 square feet set on a sprawling 155 acre campus in Westfield, Massachusetts. Servistar Realities LLC (“Servistar”) is developing the Westfield Campus located at 199 Servistar Industrial Way and fourteen surrounding properties in the Industrial A and Industrial Park zoning districts in North Side of the

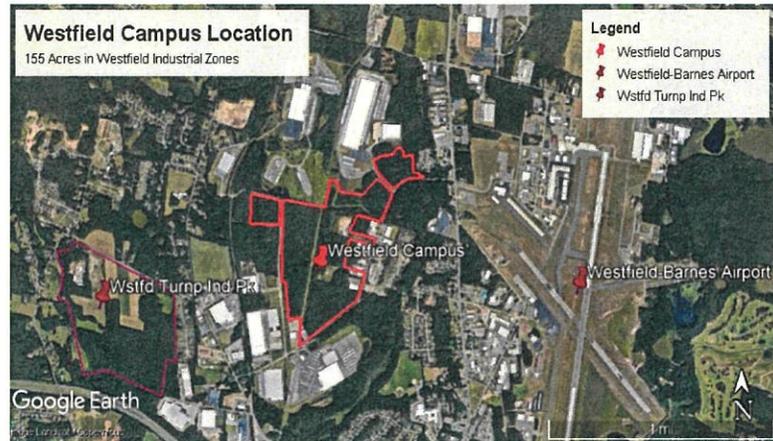
City of Westfield (the “City”) along the Route 10/202 corridor where industrial development has been concentrated over the last decade. There are two 115 kV high-voltage transmission lines owned by Eversource Energy (“Eversource”) that are located on the property and run through the campus. Westfield Gas & Electric (“WG&E”) is the local municipal electric and gas utility provider that will provide wholesale electric service, natural gas and high speed fiber for the Project. The City of Westfield will supply high quality water supply to the data center campus.

The Project is expected to be built out in a phased approach over an estimated twelve to eighteen year period. Construction of the first data center building is expected to begin in 2023 and be completed in 2024. The ten data center building campus is expected to result in a full build capital investment of \$2.5 to \$3 billion producing over \$350+ million in tax revenue to the City over the 40 year term of the tax agreement, produce 400+ good paying, high quality jobs and support 1,200+ indirect jobs at full build out and result in 1,800+ construction jobs during the construction of each data center building through full build out.

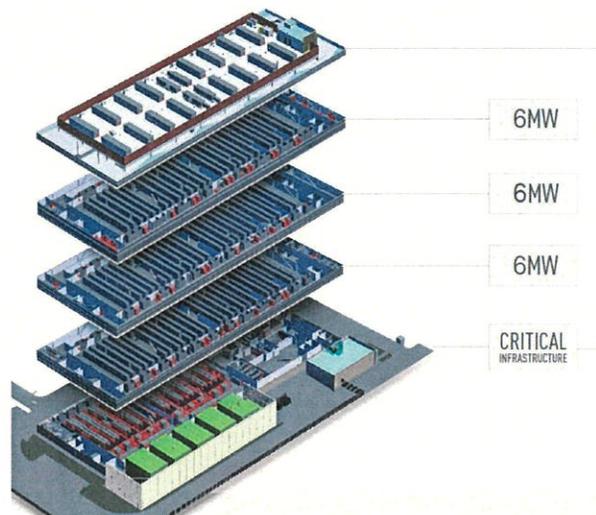
The Westfield Data Center Campus offers the City of Westfield and the Commonwealth of Massachusetts a unique opportunity to participate in the rapid growth and economic benefits of the data center market which is one of the fastest growing sectors of the national economy. The Westfield Campus will help transform Westfield into the high tech hub for data centers in New England and provide significant property taxes, jobs, capital investment and economic benefits to the City, Western Massachusetts, Boston and the Commonwealth well into the future.

PROJECT DESCRIPTION

The Westfield Campus consists of 10 data center buildings totaling 2.74 million square feet of data center space in the greater New England region. The 155 acre site is located in the Westfield Industrial A and Industrial Park zoning districts and is surrounded by industrial warehouse distribution centers and commercial buildings. The site is centrally located in close proximity between the Westfield-Barnes Regional Airport and the new Westfield Turnpike Industrial Park being developed by the City. Westfield is centrally located in New England between Boston, Providence, Albany, New York City and Connecticut. The central location of Westfield in New England between Boston and New York City gives the data center site access to a population of over 23 million people in the greater region.



The 10 data center buildings will be three-story ranging in size between 180,000 to 420,000 square-feet and totaling 2.74 million square feet of data center space ranging in size between 18 to 42 megawatts (“MW”) for a total of approximately 274 MW of critical IT load. The data centers will be approximately 60 feet in height and will house computer servers and supporting equipment for private clients. Clients would either use the project as a place to relocate their existing servers or as a place to store new servers and expand their server capacity.



Electricity will be provided to the campus from a dedicated transmission interconnection and the substation located on the campus premises. Natural gas, telecommunications, fiber and water will be supplied by WG&E and the City of Westfield to the campus. There will be redundant emergency backup diesel and natural gas generators to provide power to the data center in the event of an emergency. Rooftop mechanical equipment will be required to provide interior temperature control and to cool computer servers.

A new electrical substation will be constructed on the site with a dedicated transmission interconnect to the two 115 kV high-voltage transmission lines owed by Eversource that run through the campus. The substation would exclusively serve the project. Onsite transformers will be used to step down the power to 34.5 kV voltage that will be supplied to each of the data center buildings through a loop system. The 115 kV service connected to the substation would allow for daily fluctuations of power supply to the data centers. The first data center building is expected to be 36 MW and power usage would range between 39 MW to approximately 57 MW with a daily average of approximately 48 MW. At full buildout, the data center campus will use between 315 MW to approximately 395 MW with a daily average of approximately 350 MW. Eversource and the data center would both own equipment in the substation and would each be responsible for the service and maintenance of their respective equipment. A combination of fencing and block wall would be constructed around the substation for security purposes.

Site improvements would include the data center buildings, accessory buildings, substation, backup emergency generators and covered loading docks. Ancillary improvements would include new driveways and sidewalks, parking, perimeter fencing, and site utilities. A new water line to the project site from Ampad Road would be required. In addition, some on-site trenching would be required to connect the substation to loop system that will provide power to the data center buildings throughout the campus. After trenching and utility connections are completed, trenched areas would be restored to their original condition, which is generally anticipated to be paved surfaces. Below is a rendering of the Westfield Campus.

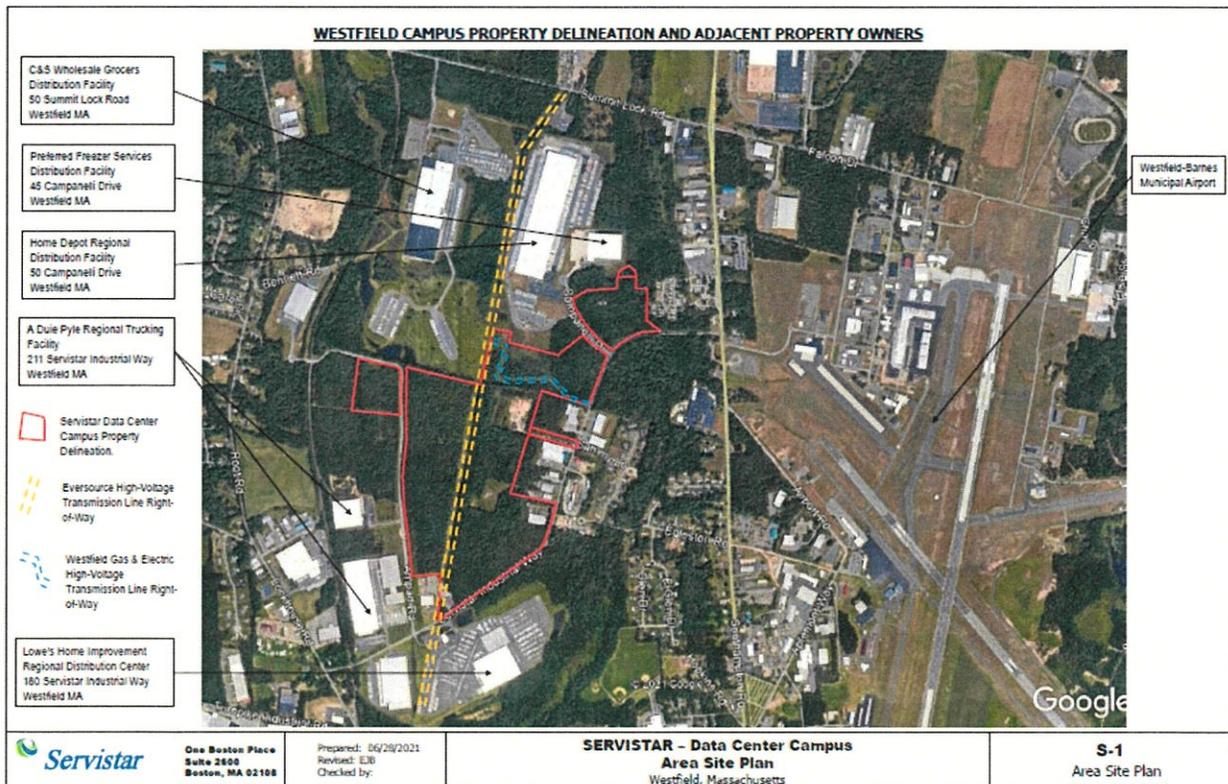
WESTFIELD DATA CENTER CAMPUS



PROJECT AREA

The Westfield Campus is located at 199 Servistar Industrial Way and fourteen other surrounding properties totaling approximately 155.49 acres (the “Project Area”) in North Side of the City along the Route 10/202 corridor in the two industrial districts in the City, Industrial A and Industrial Park, where industrial development has been concentrated over the last decade. The Project Area is surrounded primarily by industrial warehouse distribution centers and commercial buildings and is centrally located less than a half mile to the west of the Westfield-Barnes Regional Airport and approximately a half mile to the east of the new Westfield Turnpike Industrial Park that is being developed by the City.

The Project Area primarily consists of vacant land and three commercial buildings and is surrounded primarily by industrial warehouse distribution centers and commercial buildings. It is bordered (i) to the north by undeveloped land, the Home Depot Distribution Center, the AGNL Grocery Distribution Center and the Preferred Freezer Warehouse and Distribution Center, (ii) to the east by industrial and commercial uses, a residential neighborhood and the Westfield-Barnes Regional Airport, (iii) to the south by vacant land and the Lowes Distribution Center, and (iv) to the west by vacant land, the Duie Pyle Distribution Center, the Pioneer Valley rail service, commercial and industrial buildings, a residential neighborhood and the new Westfield Turnpike Industrial Park being developed by the City. Below is a Project Area Map identifying the Project Area location and surrounding properties.



The Project Area is centrally located in close proximity between Westfield-Barnes Regional Airport and the new Westfield Turnpike Industrial Park (the “Turnpike Industrial Park”) that is being developed by the City. The Turnpike Industrial Park development is a mixed-use commercial/industrial project comprising up to approximately 988,000 gross square feet of warehouse and distribution, manufacturing, office, and research and development space in multiple buildings. The Turnpike Industrial Park is located on an approximately 74-acre site in close proximity to the Project Area. The Turnpike Industrial Park will additionally include the construction of new utility service connections, construction of a storm water management system, installation of landscaping, the construction of site improvements and parking facilities, and site access improvements. The full-buildout of the Turnpike Industrial Park development is expected to happen in a phased manner over an estimated eight- to ten-year term, which will be managed by the City.

The Project is complimentary to the Turnpike Industrial Park being developed by the City. It is located on approximately 155.49 acres in the City’s Industrial zones in close proximity to the Turnpike Industrial Park. The Project’s ten (10) data centers consisting of approximately 2.74 million square feet of data center space will be built out in a phased approach over an estimated twelve (12) to eighteen (18) year period. The Project will additionally include construction of accessory buildings, an electrical substation and interconnection with the high-voltage electric transmission grid, the installation of natural gas utilities, telecommunications and fiber, water and sewer service infrastructure, storm water drainage systems, site improvements, parking facilities, landscaping and perimeter fencing.

The Project will also help the City achieve its stated vision and goals of the Turnpike Industrial Park to reflect a development that will reinforce the existing mixed-use industrial and commercial character of the area, leverage the site’s proximity to existing transportation and utility infrastructure, contribute to the long-term economic growth and vitality of the City and the region in an increasingly competitive national and international economic context. The extensive jobs and economic development of the Project will also help the City realize its goals for the Turnpike Industrial Park development to create up to approximately 1,100 permanent new jobs, 800 temporary construction jobs, and, at full buildout, annual property tax revenues in excess of \$1.3 million per year for the City.

Additionally, the Project is consistent with the City’s Master Plan. While it is acknowledged that the City’s Master Plan is dated and somewhat obsolete on many fronts, its basic tenets continue to be adhered to. That early effort has formed the basis for today’s land uses and zoning districts, including the industrial and non-residential designation of the subject area. The Master Plan specifically calls for the City to attract more “new industries” and be “willing to revamp some of its industrial areas and... continue to actively solicit new industry of high caliber.”

These objectives have been, and continue to be, actively pursued by the City through developments such as this Project.

Of more contemporary relevance is the City's comprehensive Open Space and Recreation Plan for years 2018 – 2025 (the "Plan"). The Plan indicates that the City is a regional commercial and industrial center with a number of major commercial and industrial businesses locating to the City since 2000. The Plan also states that "[o]ver the past 25 years, the City's economic and employment growth have outpaced the population growth, an uncommon trend in the Pioneer Valley." The Plan also recognizes that Project Area is the ideal location in the City for the data center development noting that industrial development over the last decade has been concentrated on the North Side of the City, generally along the Route 10/202 corridor and near the Airport. Id. at 25.

The Plan goes on to state that, "[m]ost job growth within the community is centered around the City's north side, which is located close to the Massachusetts Turnpike and Interstate-91. Additionally, Westfield-Barnes Regional Airport and the Pioneer Valley Railroad serve as community assets that attract business investment and activity. Significant interest in development, primarily from warehousing and manufacturing interests continues along the Route 10/202/Southampton Road corridor and there remains available land for development in the area." Id. at 15. The Plan also indicates the need for the developer of projects in this area to employ best management practices to mitigate any potential adverse effects which will be employed by the Project in every respect. Id. at 25.

The Project is also consistent with the City's zoning regulations. The City Zoning Ordinance for Industrial A Districts makes provisions for a wide range of industrial and business uses, and the City Zoning Ordinance for Industrial Park Districts seeks to ensure compatibility of development, both within the Industrial Park District and with adjacent uses which in the case of the Project Area includes the Industrial A District. The Project is ideally located within the City's two industrial districts, in the in North Side of the City along the Route 10/202 corridor and in close proximity between Westfield-Barnes Regional Airport and the new Westfield Turnpike Industrial Park that is being developed by the City.

The Project will promote jobs and economic growth while also facilitating the objectives and goals of the City to develop the City in a responsible manner. The Project is also expected to support the Westfield Turnpike Industrial Park with ancillary businesses that are expected to locate new facilities in the area which will help the City achieve its goals for the Turnpike Industrial Park at full build out of 1,100 jobs and \$1.3 million in additional property tax per year.

Although the Project is located in the City's industrial zones, the Project Area is a blighted open area and a decedent area in accordance with Section 1 of MGL Chapter 121A. The Project Area

consists of fifteen (15) different parcels totaling approximately 155.49 acres, most of which are vacant open land. Three (3) of the parcels consisting of approximately 52.15 acres are comprised primarily of wetlands and portions of the Project Area are located on the aquifer. These parcels totaling more than one third (1/3) of the Project Area have no planned development and there is no planned development on the aquifer in order to mitigate environmental impacts. The remaining two thirds (2/3) of the Project Area is characterized by a diversity of ownership of plots, three (3) of which are subdivided portions of parcels, and irregular lot sizes that also contain wetlands in various areas making it very difficult and costly to develop.

According to a review of the U.S. Fish and Wildlife Service, *National Wetlands Inventory Interactive Wetlands Database* map, freshwater forested/shrub wetlands are located at the southern and western portions of the Project Area and a freshwater emergent wetland is located at the southern-central portion of the Project Area. The central portion of the Project Area contains an area of bordering vegetated wetlands that contain bank associated with a section of intermittent stream along with several smaller ephemeral internal drainage channels. There is no defined outlet leaving this area of wetlands and it is presumed that overland flow percolates into the sandy soils at the southern end of the Project Area. The western portion of the Project Area is the largest of the three (3) areas. It consists of forested uplands that are bisected by the cleared utility right-of-way. Furthermore, wetland vegetation has been observed in certain portions throughout the majority of the Project Area.

Additionally, The MassDEP Phase I Site Assessment Map dated January 24, 2019 indicates that areas designated as Natural Heritage & Endangered Species Program (“NHESP”) Estimated Habitat of Rare Wildlife for the Eastern Box Turtles are located throughout the majority of the Project Area. There is also an electrical easement for the two (2) high-powered 115 kV transmission lines that transverse the central portion of the Project Area extending from the southern Project Area boundary to the northern Project Area boundary, which runs through the center of the Project Area. The existence of the large easement that runs through the center of the Project Area makes it very difficult and expensive to build around particularly considering the physical conditions and unsuitable soil in large portions of the Project Area.

The Project Area is surrounded primarily by industrial warehouse distribution centers and commercial buildings. The blighted and decadent area has an abundant amount of distribution centers and heavy 18 wheeler truck traffic that puts a strain on the local infrastructure causing damaged roads, potholes, traffic congestion and results in litter and garbage being discarded on the roadways in the area. The conditions in and around the Project Area have become detrimental to the safety, health, morals, welfare and sound growth of the community in which it is situated.

The vast majority of the Project Area has remained undeveloped despite being located in the Industrial A and Industrial Park Districts of the City where industrial development has been concentrated over the last decade. There are only three (3) smaller commercial buildings that are located in the Project Area on less than three (3) acres that will be demolished as part of the larger development.

At least three (3) previous development opportunities dating back more than a decade consisting of a natural gas electric power plant, another large Federal Express distribution center and the development of a portion of the Industrial Park for regional distribution and manufacturing firms that includes the Home Depot Distribution Center and the Preferred Freezer Warehouse and Distribution Center never materialized.

In late 2007, the Pioneer Valley Energy Center (PVEC) proposed the development, construction and operation of a new 431 MW combined cycle natural gas electric generating facility that was located on approximately 80 acres, or more than half of the Project Area. The controversial power plant proposal was met with stiff opposition from members of the community and took more than five (5) years to develop and go through the extensive federal, state and local permitting processes for approval of the natural gas power plant on the site. After extensive resources were expended by federal, state and local officials to review the project and after extensive public opposition from the local community, the developer ultimately abandoned the controversial natural gas power plant project despite having spent substantial costs and expenses developing the project over a period of more than five years.

More recently in 2018 to 2020, another large Federal Express distribution center was being developed on the same 80 acre area of the Project Area. The distribution center would have added significant 18-wheeled truck traffic to the already congested area. This would further strain the City's resources and negatively impact the local infrastructure causing more damaged roads, potholes, traffic congestion and litter and rubbish being discarded on the roadways in the area. The distribution project was difficult to locate in the Project Area due to the size of the distribution center and parking areas needed to accommodate the truck traffic to support the facility particularly given the potential wetland impacts from the project. Ultimately, the developer abandoned the distribution center project in late 2020 so it was never permitted, approved or constructed.

A third development occurred on another portion of the Project Area dating back to 2003 consisting of three parcels totaling approximately 33.58 acres. The three (3) parcels were part of an overall 130 acre business park that was developed back in 2003. The developer sold 14.7 acres of the business park where Preferred Freezer Warehouse and Distribution Center was constructed and in late 2009, the developer sold an additional 71.67 acres of the business park to Home Depot for its Distribution Center that was subsequently constructed in the business park.

However, three (3) parcels in the same business park totaling approximately 33.58 acres that comprise a portion of the Project Area remain vacant to this day due in part to the irregular lot sizes, wetlands and physical conditions of the parcels. These parcels also have two different electric transmission easements on the property, one of the easements is 100 feet wide that runs north to south through the Project Area for the two high-powered 115 kV transmission lines owned by Eversource and the second easement is 20 feet wide for additional transmission lines that cross these parcels in the Project Area east to west that are owned by WG&E making development much more expensive and difficult to build around.

The Project Area is a “blighted open area” and is a predominantly open which is detrimental to the sound growth of the City because it is unduly costly to develop it soundly through the ordinary operations of private enterprise by reason of the existing physical conditions, unsuitable soil, the unduly expensive measures incident to building around or over rights of way through the area, the diversity of ownership of plots and because there has been a substantial change in business and economic conditions due to the coronavirus pandemic.

The Project Area is also a “decadent area” because of the irregular lot sizes, some of which are partial lots, the diversity of ownership of the lots and the substantial change in business and economic conditions due to the coronavirus pandemic. The combination of these conditions and other conditions that have not been remedied by the ordinary operations of private enterprise have caused the predominantly open Project Area to become detrimental to the safety, health, morals, welfare and sound growth of the City in which it is situated.

The Westfield Data Center Campus development offers a unique opportunity to successfully develop the Project Area while avoiding and mitigating wetland and habitat impacts. The Project is a state-of-the-art hyper-scale data center campus consisting of ten (10) data center buildings that have been designed with different sizes and shapes to optimize the Project Area. This is accomplished in the challenging location by accumulating approximately 155.49 acres that can support the data center buildings totaling approximately 2.74 million of data center space while also mitigating wetland and environmental impacts.

The Westfield Campus is the best use of the Project Area. The superior quality of the Project will consist of high-tech, modern design buildings that will elevate the quality and character of the industrial location and will help transform the City into the center of the high-tech, high-growth data center market in the Northeast. Westfield has the real opportunity to become the data center hub of the Northeast by utilizing the Project to spur the expansion and growth of the data center market attracting other data center providers to locate to the City from higher cost states such as New York, New Jersey and Connecticut. The Project is also expected to result in substantial long-term property tax payments, jobs and economic development that will produce significant benefits to the City well into the future.

WHY WESTFIELD, MASSACHUSETTS?

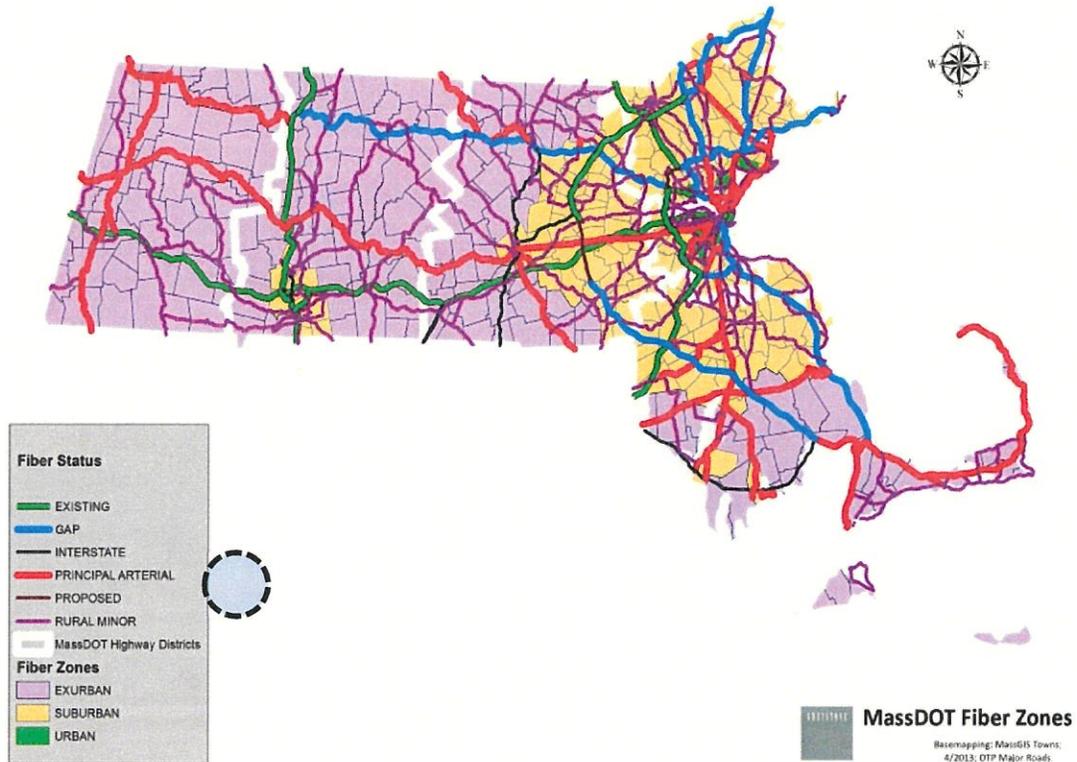
Westfield, Massachusetts, specifically the parcels of land comprising the Project Area located on Servistar Industrial Way offers a unique opportunity for data center development.

1. **Direct Interconnection with Regional High-Voltage Electric Transmission Network and Access to Electric Capacity.** The Westfield Data Center Campus has the ability to obtain a direct interconnection with the two 115kV electric transmission line running adjacent to the property. The recent \$35 million upgrade to these high voltage lines, the Atwater switching station and the Buck Pond substation has increased electricity transmission capacity and improved the overall efficiency and reliability of the electric transmission grid to the Westfield Campus. These Pool Transmission Facility (PTF) lines allows the Project to; (1) purchase wholesale electricity from ISO New England, and (2) receive electricity under the FERC approved Open Access Transmission (“OATT”) tariff. The Westfield Campus will also partner with WG&E for the procurement of wholesale electricity, natural gas supply and a massive fiber buildout. Reductions in electricity rates will also be offered through a combination of (1) electricity generation capacity management, and (2) electric transmission capacity obligations. This comprehensive energy strategy will give the Westfield Campus the ability to deliver cost effective electricity services for its data center.
2. **Access to High-Speed Fiber Network, Connectivity & Undersea Cable.** Access to Westfield’s high-speed telecommunications network is a significant advantage that Westfield has when comparing to other Massachusetts communities.

The main functions of a data center are to centralize and consolidate information technology resources, house network operations, facilitate e-commerce and to provide uninterrupted service to mission-critical data processing operations. The availability of high capacity telecommunications infrastructure that connects the data center to end users through connections to major internet access points, and the speed of those data transmissions (referred to as “latency”) is a major consideration for the location of a data center campus.

Data center applications that are latency dependent including financial transactions, video streaming, online gaming, and emerging industries including self-driving vehicles are seeking data center locations that are closer and closer to their customer base. Latency refers to the “round-trip” amount of time required to send and receive data.

The availability of strong telecommunications infrastructure, multiple fiber providers with diverse routes and connectivity to major internet connection points are critical considerations for data center operators. Major data center campuses require infrastructure that provides route diversity and access to “dark” fiber. Additionally, the robust fiber network provides access to the Undersea Cables in the Boston area to international markets for the Project.



3. **Proximity to Airports.** The Westfield Campus is located less than a half mile from the Westfield-Barnes Regional Airport, only 30 minutes from Bradley International Airport and only 90 minutes from Boston Logan International Airport offering convenient access to the City and the greater Boston area.
4. **Access to Natural Gas.** Westfield Gas & Electric has the ability to provide natural gas resources for emergency generator dispatch and ancillary space heating resource requirements.
5. **Access and availability to Potable Water.** Potable water will be used on the Westfield DCC site for equipment cooling purposes. Sewer requirements are minimal due to the nature of operations. Water services will be obtained from the Westfield City Water Department.

6. **Geographic Location and Latency.** Westfield is located in central proximity to New York City, West Chester County and major metropolitan centers in New England. This location offers the opportunity for optimal latency paths and low risk factors.



Many factors make Westfield a unique location for the proposed data center project. The Project Area is ideally located next to two high power transmission lines, in close proximity to the robust fiber network, next to Westfield-Barnes Regional Airport, only 30 minutes from Bradley International Airport and only 90 minutes from Boston Logan International Airport offering convenient access to Westfield and the greater Boston area.

Westfield is also centrally located between the New York City metropolitan area, Boston, Providence, Albany, Connecticut and other major metropolitan centers in New England giving the data center site access to a population of over 23 million people in the greater region. Massachusetts led by Boston is an economic leader in healthcare services, finance, high-tech research and development, biotechnology, technology, computers and electronic manufacturing and higher education.

Westfield has the real opportunity to become the data center hub of the Northeast by utilizing the Project to spur the expansion and growth of the data center market in the state attracting other data center providers to locate to the Commonwealth from higher cost states such as New York, New Jersey and Connecticut. Additionally, Boston will have the unique opportunity to capitalize on the growth of the data center market in the City and surrounding areas by attracting companies moving to the City for data center services to relocate their corporate offices to Boston from higher costs and less business friendly areas such as the New York City, New Jersey and the greater Metropolitan area.

BUILDING DESIGN

The Westfield Campus will consist of high-tech, modern design buildings that will elevate the quality and character of the industrial location. The Project will be a desirable state-of-the-art commercial data center campus that is expected to be built out in a phased approach offering long-term benefits to the City and the community.

Construction of the first data center building, the accessory buildings, the electrical substation, utilities, telecommunications and fiber, asphalt paved driveways, landscaping and perimeter fencing are expected to begin in 2023 with an expected construction schedule of approximately 18 to 24 months. Subsequent data center buildings are expected to have a 12 to 18 month construction schedule and be built out on a phased approach approximately every eighteen months over 12 to 18 years.

The data center buildings would be slab-on-grade foundation with steel frame construction and would feature a multi-textured exterior with modern glass and ribbed, perforated, and flat metal panels comprising data server space, office and conference rooms, loading docks, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

The data center buildings would be three-story buildings with a maximum height of 60 feet to the top of the roof deck. Rooftop equipment would include economizing chillers with associated electric pumps that would be hidden from view behind a parapet wall and screen wall measuring 16 feet in height above the top of the roof deck. An elevator penthouse would be located on the rooftop measuring 26 feet in height above the top of the roof deck.

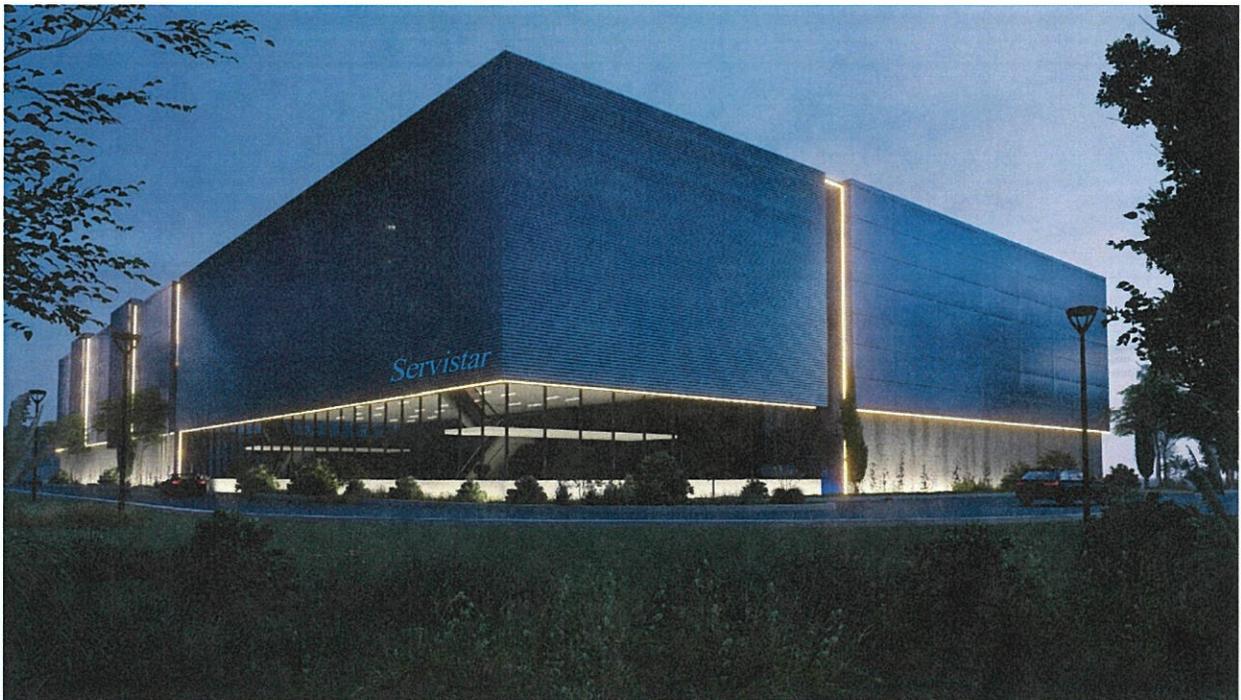
The ground floor would feature a curtain wall around portions of the buildings with large glass windows and cast-in-place concrete walls would extend around other portions of the buildings. Backup emergency diesel generators would be located next to each data center building behind landscaping and an acoustic walls and natural gas generators would be located in the accessory buildings. Ancillary improvements include integrated carports, asphalt paved driveways, landscape walkways, landscaping and perimeter fencing.

The superior quality of the Westfield Campus is the best use of the Project Area. The Project will consist of high-tech, modern design buildings that will elevate the quality and character of the industrial location and help transform the City into the center of the high-tech, high-growth data center market in the northeast. Renderings of the data center buildings and electrical substation plans are provided below.

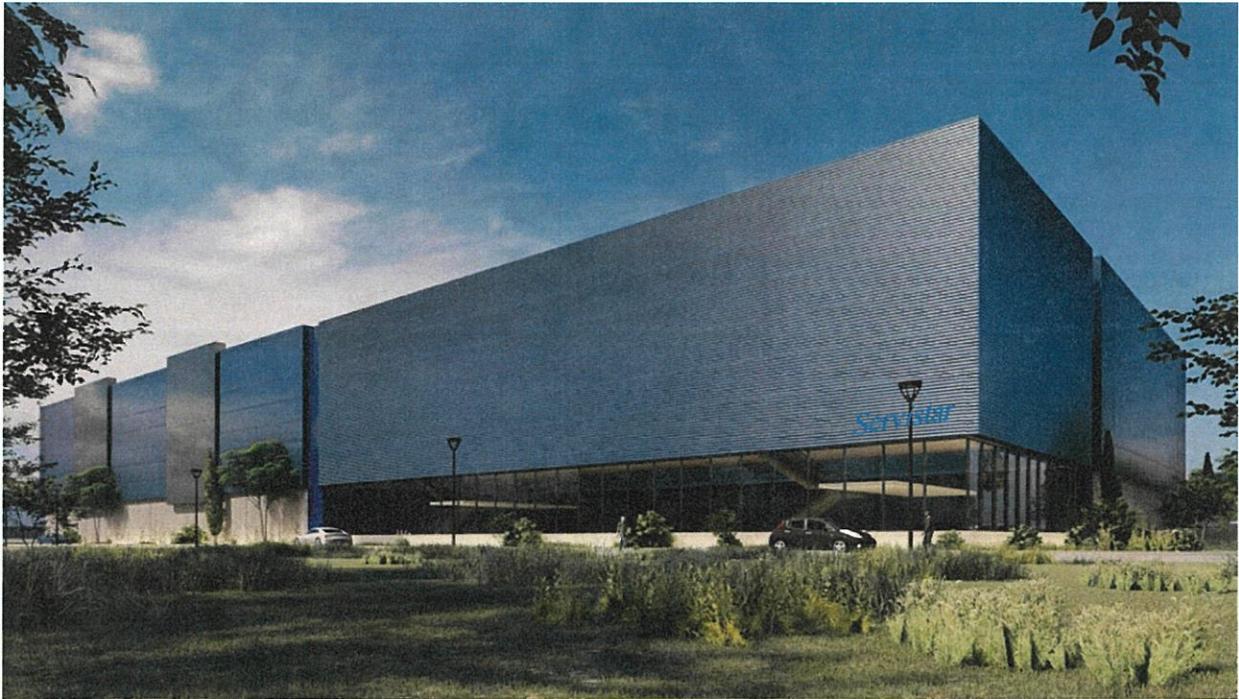
DAY TIME VIEW DATA CENTER



NIGHTTIME VIEW DATA CENTER



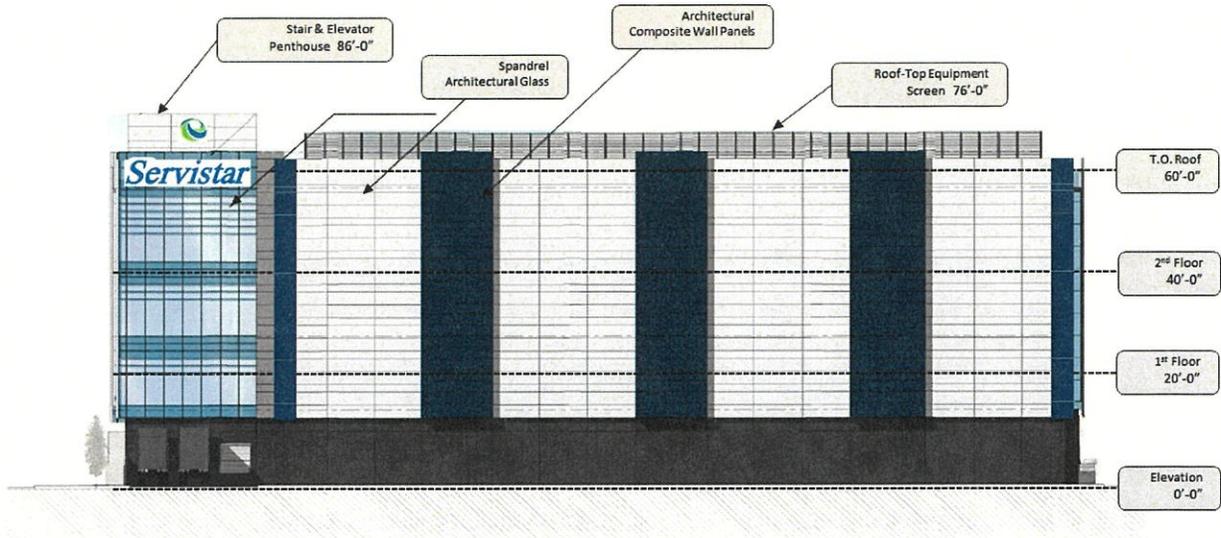
SIDE ANGLE VIEW DATA CENTER



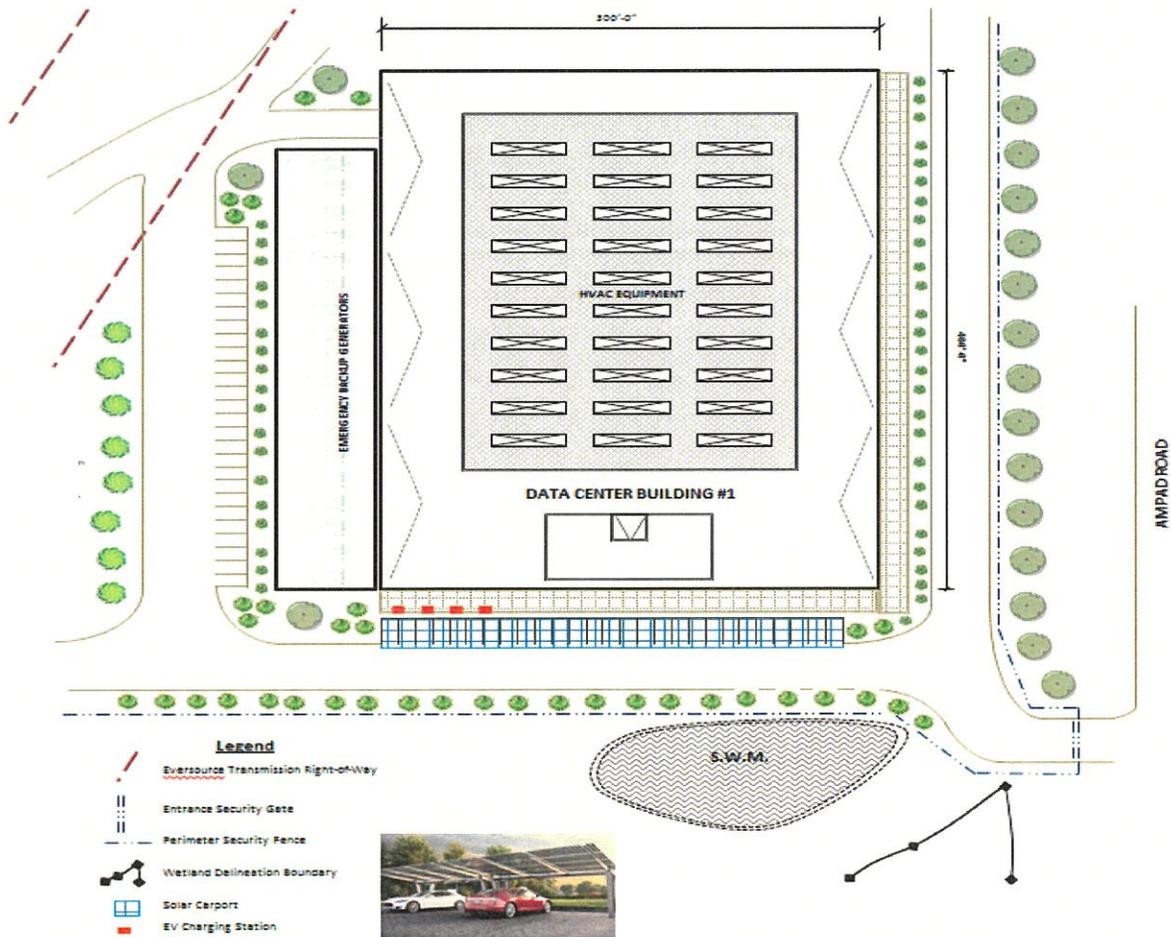
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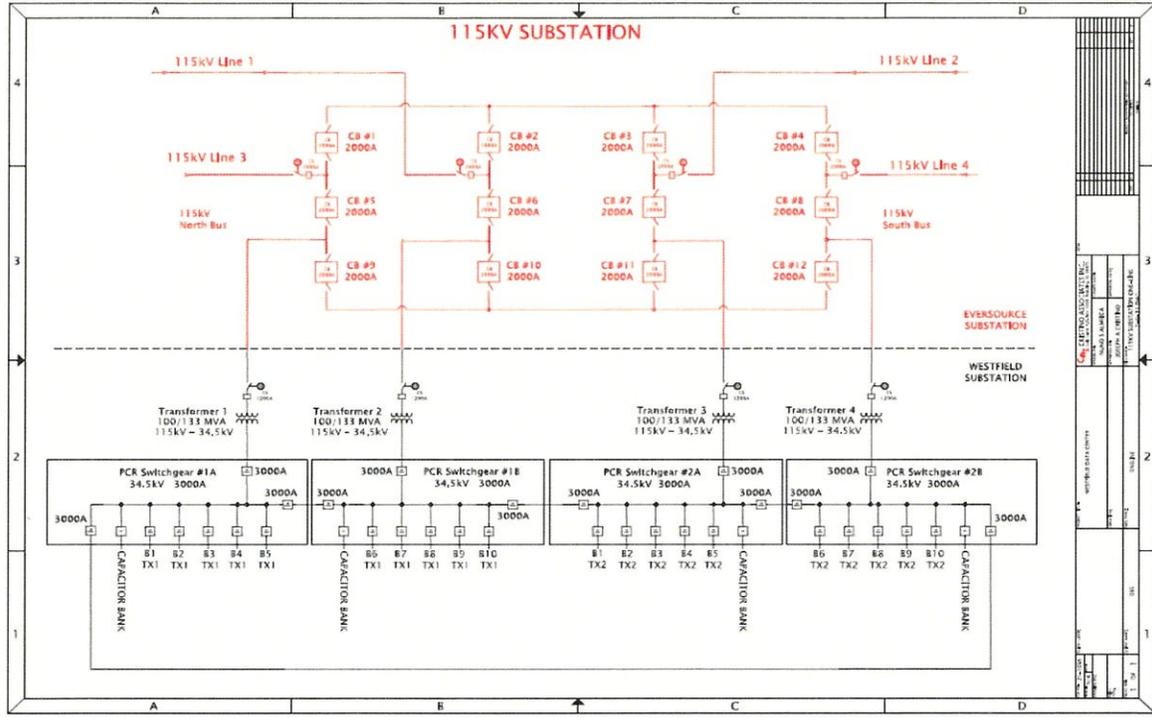
SIDE VIEW DATA CENTER HEIGHT



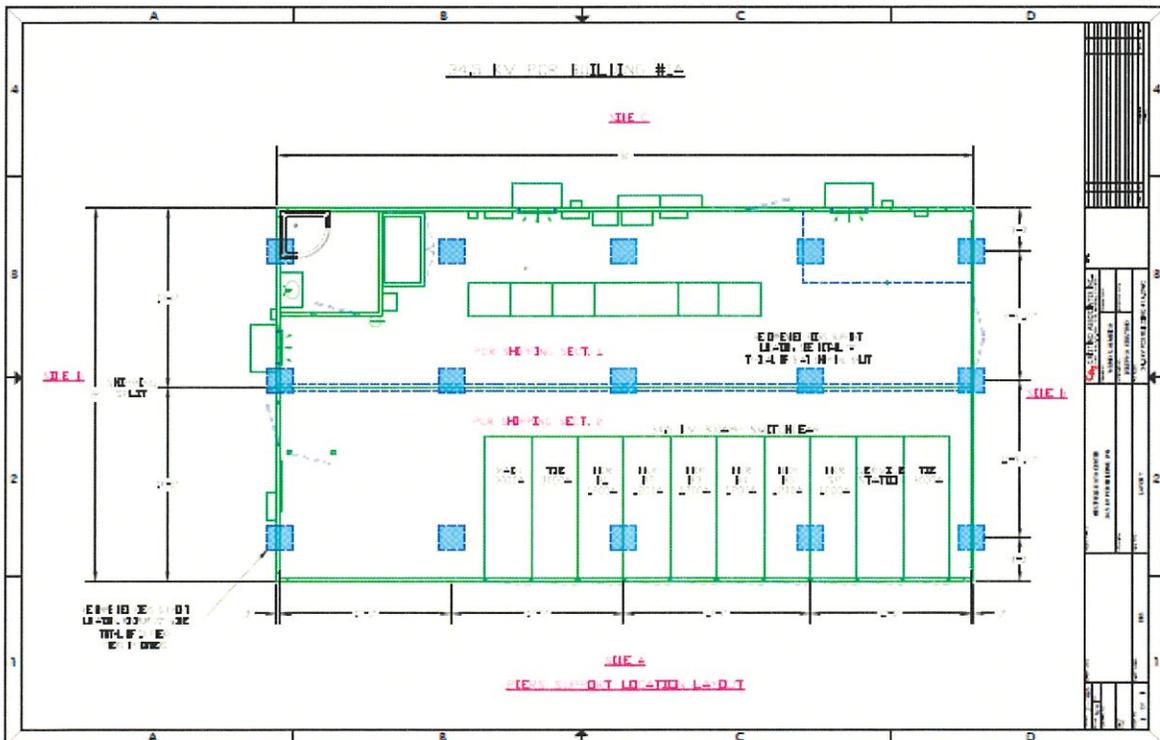
TOP VIEW DATA CENTER



SUBSTATION DESIGN PLANS



POWER CONTROL DESIGN PLANS



DATA CENTER BUILDINGS

The Westfield Campus will consist of high-tech, modern design buildings that will elevate the quality and character of the industrial location. The Project is located at 199 Servistar Industrial Way, Westfield, MA 01085 and fourteen other surrounding properties totaling 155.49 acres and is expected to consist of ten (10) data center buildings totaling approximately 2.74 million square feet of data center space. The Project will be a desirable state-of-the-art commercial data center campus that is expected to be built out in a phased approach over a twelve to eighteen year period consisting of the construction of the data center buildings, accessory buildings and site improvements as follows:

- i. Data Center Building 1 (closest to Ampad Road on the westerly side of the site) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- ii. Data Center Building 2 (adjacent to Building 1 to the south on the westerly side of the site next to Ampad Road) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- iii. Data Center Building 3 (closest to the intersection of Ampad Road and Servistar Industrial Way) is expected to be a three-story building with approximately 73,400 square feet per floor for a total of approximately 220,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency

and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

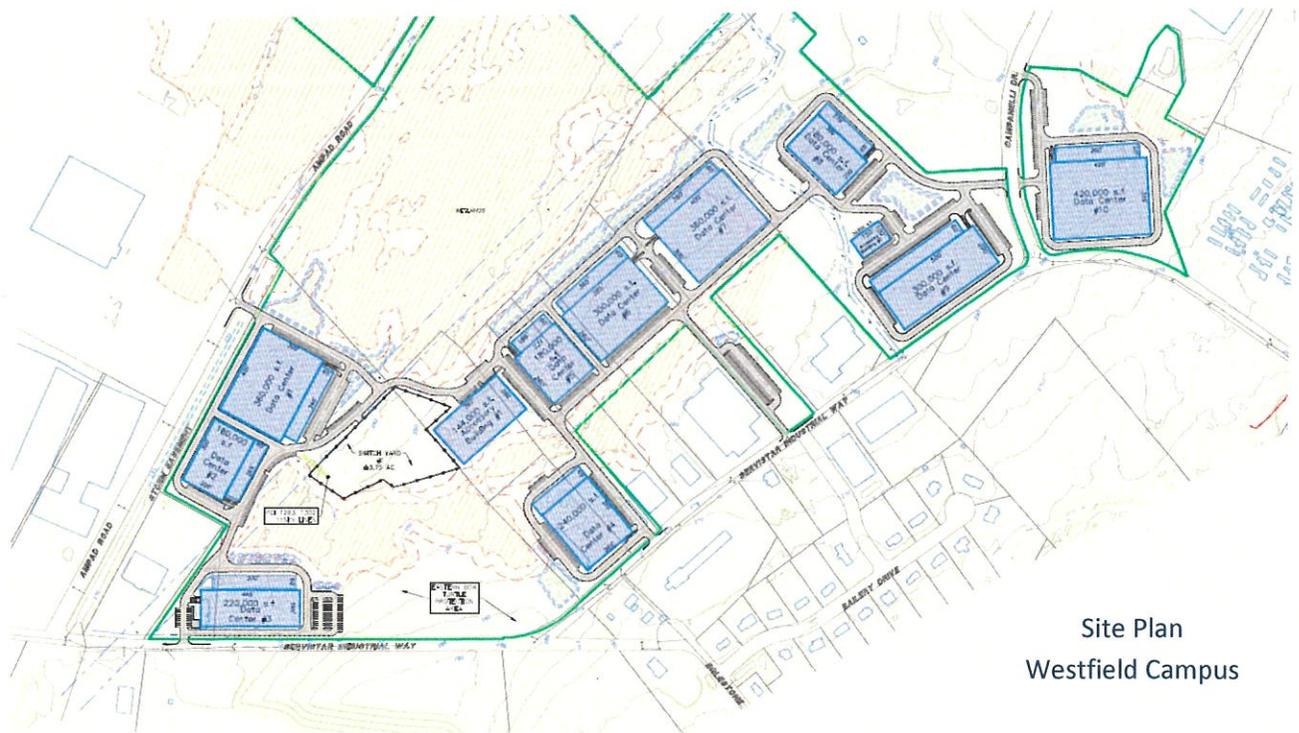
- iv. Data Center Building 4 (adjacent to Building 3 to the northeast on Servistar Industrial Way) is expected to be a three-story building with approximately 80,000 square feet per floor for a total of approximately 240,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- v. Data Center Building 5 (northwest of Building 4 in the center of the property) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- vi. Data Center Building 6 (adjacent to Building 5 to the north in the center of the property) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- vii. Data Center Building 7 (adjacent to Building 6 to the north in the center of the property) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet

consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- viii. Data Center Building 8 (adjacent to Building 7 to the north on Campanelli Drive) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- ix. Data Center Building 9 (adjacent to Building 8 to the east on Campanelli Drive) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- x. Data Center Building 10 (northeast of Building 9 across the street on Campanelli Drive) is expected to be a three-story building with approximately 140,000 square feet per floor for a total of approximately 420,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- xi. Accessory Building 1 (in the center of the site between Building 1 and Building 5) is expected to be a two-story building with approximately 144,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels, natural gas emergency generation resources, battery storage and load balancing system components.
- xii. Accessory Building 2 (adjacent to Building 9) is expected to be a two-story building with approximately 30,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels for substation electrical equipment and utilities.
- xiii. Additional Project Site improvements include the construction of an electrical substation and interconnection with the high-voltage electric transmission grid, the installation of natural gas utilities, telecommunications and fiber, water and sewer service infrastructure, stormwater drainage systems, emergency generators, battery storage units, on-site solar photovoltaic systems and integrated carparks, asphalt paved driveways, landscape walkways, landscaping and perimeter fencing.

Below is the planned layout of the Westfield Data Center Campus.



Site Plan
Westfield Campus

CONSTRUCTION SCHEDULE

Construction of the first data center building, the accessory buildings, the electrical substation, utilities, telecommunications and fiber, asphalt paved driveways, landscaping and perimeter fencing are expected to be completed in 18 to 24 months after all local, state and federal regulatory approvals and permits are obtained for the Project. Subsequent data center buildings are expected to have a 12 to 18 month construction schedule and be built out on a phased approach approximately every eighteen months over twelve to eighteen years. A tentative construction schedule for the Project is as follows:

1. **Data Center Building 1** – Construction expected to begin in 2023 and completion of construction and Certificate of Occupancy by the end of 2024;
2. **Data Center Building 2** – Construction expected to begin in 2025 and completion of construction and Certificate of Occupancy by the middle of 2026;
3. **Data Center Building 3** – Construction expected to begin in the middle of 2026 and completion of construction and Certificate of Occupancy by the end of 2027;
4. **Data Center Building 4** – Construction expected to begin in 2028 and completion of construction and Certificate of Occupancy by the middle of 2029;
5. **Data Center Building 5** – Construction expected to begin in the middle of 2029 and completion of construction and Certificate of Occupancy by the end of 2030;
6. **Data Center Building 6** – Construction expected to begin in 2031 and completion of construction and Certificate of Occupancy by the middle of 2032;
7. **Data Center Building 7** – Construction expected to begin in the middle of 2032 and completion of construction and Certificate of Occupancy by the end of 2033;
8. **Data Center Building 8** – Construction expected to begin in 2034 and completion of construction and Certificate of Occupancy by the middle of 2035;
9. **Data Center Building 9** – Construction expected to begin in middle of 2035 and completion of construction and Certificate of Occupancy by the end of 2036; and
10. **Data Center Building 10** – Construction expected to begin in 2037 and completion of construction and Certificate of Occupancy by the middle of 2038.
11. **Entire Project** is expected to be completed by December 31, 2038.

DATA CENTER OPERATIONS

The Westfield Campus will consist of high-tech, modern design buildings that will elevate the quality and character of the Industrial A and Industrial Park locations. The Project is located at 199 Servistar Industrial Way, Westfield, MA 01085 and fourteen other surrounding properties totaling 155.49 acres and is expected to consist of ten (10) data center buildings totaling approximately 2.74 million square feet of data center space. The Project will be a desirable state-of-the-art commercial data center campus that is expected to be built out in a phased approach over a twelve to eighteen year period.

Storm Water Management Plan. A storm water management plan has been prepared by Civill for the Westfield Campus. The Storm Water Master Plan of the project site development provides for a zero increase in runoff post development and provides for storm water quality renovation, minimizes the amount of runoff generated from the anticipated development and determines the anticipated required storage volume to attenuate the peak flow increase. The storm water detention systems have been sized to adequately provide the required storage volume with the use of detention basins and underground storage. The detailed Storm Water Management Plan prepared by Civill dated August 11, 2021 is included in the Appendices to the Planning Board Application.

Employees. It is anticipated that approximately 40 high paying, full time jobs will be created for each data center building for a total of approximately 400 full time jobs at the data center campus at full buildout. The Project is also expected to support 1,200 indirect jobs in the local community at full buildout and result in over 1,800 construction jobs over the 18 to 24 month construction period for each building resulting in over 18,000 construction jobs over the full buildout of the Project. Each of the 10 data centers constructed as part of the Project would be operational for 24 hours per day and would be staffed in three eight-hour shifts (daytime, evening, and overnight).

Traffic Assessment. A traffic assessment report has been prepared by McMahon Associates for the Westfield Campus. A majority of the vehicles entering and exiting the Project site are expected to be passenger vehicles, as the Project is not expected to generate a significant number of truck trips. Passenger vehicle trips to the site would be minimal, consisting of employees traveling to the site for work and occasional client visits. Due to the highly specialized nature of the proposed data centers, the buildings would be constructed one at a time, and the construction duration is estimated to be approximately 18 months per building. Based on a review of the trip generating characteristics associated with the full buildout of the campus, the Project is not expected to result in a noticeable increase in the number of vehicle trips travelling to and from the site. Additionally, given that the buildings of the data center would be constructed one at a time, Project-related traffic increases on the roadway network are expected to be gradual. The

detailed Traffic Assessment Report prepared by McMahon Associates dated July 8, 2021 is included in the Appendices to the Planning Board Application.

Parking. As noted in the Traffic Assessment Report prepared by McMahon Associates for the Westfield Campus, a majority of the vehicles entering and exiting the Project site are expected to be passenger vehicles. Additionally, the number of passenger vehicle trips to the site would be minimal, consisting of employees traveling to the site for work and occasional client visits. The data center campus will be built out in a phased approach one data center building at a time over a twelve to eighteen year period. The data center buildings operate 24/7 and would be supported by employees with three eight-hour shifts (daytime, evening, and overnight) minimizing the amount of parking needed at any given time. In addition, peak parking demands for client visits for each data center building are expected to occur at different times due to the specialized nature of data center applications thus allowing for shared parking across the data center campus. Notwithstanding the limited trip generations and ability for shared parking throughout the site, the Westfield Campus has been designed to meet the minimum parking requirements for warehouse storage facilities of one (1) space for each three thousand (3,000) square feet of gross floor area and will have a total of more than 915 parking spaces across the campus which will be more than adequate to meet the parking requirements for the data centers through full buildout.

Energy Supply. Major sources of energy demand for project operations would be client servers and the cooling systems which are designed to be highly-efficient to minimize energy usage. Overall, the daily power usage would vary depending on how many servers are up and running and how intensely the data center's clients are running their servers. The buildings would require very little lighting. Lighting would be used to support the lobby, corridors, office/conference room, and parking area. A new electrical substation will be constructed on the site with a dedicated transmission interconnect to the two 115 kV high-voltage transmission lines owed by Eversource that run through the campus. The substation would exclusively serve the project. Onsite transformers will be used to step down the power to 34.5 kV voltage that will be supplied to each of the data center buildings through a loop system. The 115 kV service connected to the substation would allow for daily fluctuations of power supply to the data centers. The first data center building is expected to be 36 MW and power usage would range between 39 MW to approximately 57 MW with a daily average of approximately 48 MW. At full buildout, the data center campus will use between 315 MW to approximately 395 MW with a daily average of approximately 350 MW.

Utilities. WG&E is the local municipal electric and gas utility provider that will provide wholesale electric service, natural gas and high speed fiber for the Project. The City of Westfield will supply high quality water supply to the data center campus. Wholesale electricity expenditures, natural gas investments and supply and the extensive fiber buildout that will be created by the Project is expected to generate substantial revenue for WG&E.

Backup Energy Supply. A data center relies upon a constant supply of power to allow servers to operate continuously: 24 hours per day, 7 days per week. To ensure continuous energy supply, there will be redundant emergency backup diesel and natural gas generators to provide power to the data centers in the event of an emergency. The backup generators are designed to start up quickly in the event of a power failure. Diesel generators provide the most reliable quick-start capabilities for data centers and will be the first level of backup for the data centers. The Project is employing a state-of-the-art, fuel redundant backup generator plan that will employ natural gas generators for the second level of backup or 2N reliability thereby significantly reducing the number of diesel generators for the Westfield Campus. The backup diesel generators would only be used for emergency purposes. Electrical outages on transmission lines are extremely rare so the diesel generators are only expected to operate in very limited emergency situations and would only be exercised for routine testing and maintenance. Maintenance testing for each generator would generally occur on a monthly basis for approximately one hour per month.

Cooling. Computer servers convert electrical energy into heat as they operate but need to be kept cool. Therefore, cooling systems are a critical component of data center operation. Cooling systems would be installed to remove heat, ensuring servers operate safely and effectively. The Project would include air-cooled chillers on the rooftop connected to a closed-looped chilled water piping system. The piping system would be connected to computer room air handling units. The heat generated by server equipment would be absorbed through the computer room air handling units connected to chilled water coils, and the warmed water would then be circulated to the chillers on the roof. The air-cooled chillers on the roof would have an economization feature that uses the outside ambient air temperature to cool the system when the outdoor temperature is low enough. When the outdoor temperature is too warm for passive cooling, the cooling system would use electrical energy to cool the water inside the closed-loop system.

Sound Study. A noise monitoring and modeling study was completed by Dr. Howard Quin at the Westfield Data Center Campus site in Westfield, Massachusetts. The sound study confirmed that the Westfield Campus easily complies with the City's noise regulations. Average measured worst case nighttime background L90 levels during the Westfield Data Center Campus operational times were between 32 and 36 dBA at relevant receptors near the site. Modeled sound levels from the Westfield Data Center Campus show that sound from HVAC units, emergency generators and substation equipment will comply with the City of Westfield noise regulations of 70 dBA at the property line of adjacent industrial areas, and 45 dBA nighttime in residential areas. The Westfield Data Center Campus will also comply with MA DEP noise requirements. The detailed Sound Analysis Report prepared by Dr. Howard Quin dated June 2021 is included in the Appendices to the Planning Board Application.

PROPERTY TAX AGREEMENT

Servistar negotiated a comprehensive long-term agreement with the Mayor's Office for payments in lieu of taxes, the assessed values and the expected payment schedule of the Project (the "6A Agreement"). The Developer, the Assessor, the Finance Department, the Legal Department and the City Solicitor had a meeting on April 29, 2021, to discuss and review the Project. During the meeting, the Project was discussed in relation to a MGL c. 121A urban redevelopment corporation structure which allows the City and the Developer to enter into an agreement for payments in lieu of taxes. At the meeting, the Developer provided the 6A Agreement, the assessed values of the Project and the expected payment schedule.

After considerable review and discussions with the Assessor, the Finance Department, the Legal Department, the City Solicitor and the Developer, the Mayor's Office believes that this Project would be extremely beneficial to the City of Westfield in the form of a certain revenue stream, job creation and potential ancillary growth consistent with its vision for Westfield. The Mayor's Office endorsed and agreed to the 6A Agreement, the proposed assessed values of the Project and the expected payment schedule over the forty (40) year term of the 6A Agreement.

Massachusetts General Laws Chapter 121A and Massachusetts Regulations 760 CMR 25.00 authorize the creation of single-purpose, project-specific, private Urban Renewal Corporations for undertaking residential, commercial, civic, recreational, historic or industrial projects in areas which are considered to be decadent, substandard or blighted open space. Although the Project Area is located in the City's two industrial districts, the parcels are very difficult to develop due to the wetlands in the area and the habitat for the Eastern Box Turtle and is a "blighted open area" and a "decadent area" in accordance with Section 1 of MGL Chapter 121A.

The 6A Agreement is an integral component of the Westfield Data Center Campus and critical to its success by providing long-term certainty to the Developer to allow for the massive capital investment to support the Project through full buildout while also providing substantial tax revenue, jobs and economic development for the City. The ten data center building campus is expected to result in a full build capital investment of \$2.5 to \$3 billion producing over \$350+ million in tax revenue to the City over the 40 year term of the tax agreement, produce 400+ good paying, high quality jobs and support 1,200+ indirect jobs at full build out and result in 1,800+ construction jobs during the construction of each data center building through full build out.

The Westfield Campus offers the City a unique opportunity to participate in the rapid growth and economic benefits of the data center market which is one of the fastest growing sectors of the national economy and will help transform Westfield into the high tech hub for data centers in New England and provide significant property taxes, jobs, capital investment and economic benefits to the City well into the future.

JOBS AND ECONOMIC DEVELOPMENT

The Westfield Campus project is a state-of-the-art hyper-scale data center campus consisting of 10 data center buildings totaling 2.74 million square feet ranging in size from 18 to 42 megawatts for a total of 274 MW of critical IT load set on a sprawling 155 acre campus in Westfield, Massachusetts. The Westfield Campus will be built out on a phased approach over approximately twelve to eighteen years. A comprehensive Jobs and Economic Development Report was completed for the Westfield Campus based on industry data and analysis.

Below is a summary from the Jobs and Economic Report of the economic benefits of the Project for Westfield and the Commonwealth.

➤ PROPERTY TAX BENEFITS

- Significant long-term property taxes to support the local community
- \$8.5+ million average annual property tax payments over 40-year term
- \$11+ million average annual property tax payments after full build out
- *\$350+ million in direct property tax payments over 40-year term*

➤ JOBS

- *400+ Full Time Jobs at project site*
 - *Average annual salary of \$100,000+*
 - Skilled workforce. Required job force skills to support data centers include two-year, four-year and post-graduate degree requirements in IT, engineering, facilities management, energy management, equipment operations, and equipment maintenance and service.
 - *Partnerships with local educational institutions to promote workforce expansion and workforce pipeline.* Westfield State University (“WSU”) provides a unique opportunity to engage in workforce development for the Westfield Campus. WSU offers thirty-two (32) undergraduate academic degree programs and nine (9) graduate degree programs. Many of these degree programs support skill set requirements for the data center industry and specifically for the workforce requirements of the Westfield Campus.
- *1,200+ Indirect Jobs in local community*
 - Engineers, architects, legal, environmental, support and supply services to operate and maintain the infrastructure investment.

- *1,800+ Construction Jobs over 18 month construction period for each building*
 - Technical trades including Electrical, Plumbing, HVAC and IT programming

➤ **ECONOMIC EXPANSION**

- Westfield Data Center Campus
 - *Full build capital investment of \$2.5 to \$3 billion*
- Westfield Future Growth Data Center Hub
 - Other data centers are expected to enter Westfield and Western Massachusetts as the industry develops in the region
 - Potential to significantly increase property tax and economic benefits
- Westfield Turnpike Industrial Park
 - Ancillary businesses expected to locate to new facilities
 - *The Project will help support 1,100 jobs and \$1.3 million in additional property tax revenue projected by the Westfield Turnpike Industrial Park*

➤ **WESTFIELD GAS & ELECTRIC**

- Wholesale electricity revenue. Electricity expenditures at full-build-out are expected to exceed \$185 million annually creating a substantial revenue opportunity for WG&E.
- Natural gas supply. Natural gas services will be required to provide a portion of on-site emergency power requirements.
- Massive Communication Fiber buildout. The Westfield Campus will support current investments made by WG&E's fiber communication service (Whip City Fiber) providing for further expansion of fiber network capacity in the region.
- Water from City. The Westfield Water Department provides water and sewer services to the industrial zone and will provide these services to the Westfield Campus.

➤ **GREATER BOSTON METROPOLITAN AREA**

- *Significant opportunity for Boston to attract corporate offices of companies locating to Westfield for data center services*

- Significant growth opportunity of data center market in state
- Economic expansion for complimentary industries including technology, computer and electronic manufacturing, finance, healthcare services and high-tech research
- Job opportunities for skilled workforce and intellectual capital enhancements in state
- ***Potential for Massachusetts to become the leading northeast state for data center growth. New England currently has no significant hyper-scale data center industry presence and Massachusetts is uniquely positioned to capitalize on, support and grow the data center industry as the Westfield Campus leads the way.***

The Westfield Data Center Campus offers the City of Westfield and the Commonwealth of Massachusetts a unique opportunity to participate in the rapid growth and economic benefits of the data center market which is one of the fastest growing sectors of the national economy. The Westfield Campus will help transform Westfield into the high tech hub for data centers in New England and provide significant property taxes, jobs, capital investment and economic benefits to the City, Western Massachusetts, Boston and the Commonwealth well into the future.

The detailed Jobs and Economic Development Report for the Westfield Data Center Campus is included in the Appendices to the Planning Board Application.



July 8, 2021

Erik Bartone
DBS Energy, Inc.
30 Sebethe Drive
Cromwell, CT 06416

**RE: Traffic Assessment – Westfield Data Center
Servistar Industrial Way, Westfield, MA 01085**

Dear Mr. Bartone,

McMahon Associates has completed a traffic assessment for the proposed data center development (herein referred to as the “Project”) to be located on Servistar Industrial Way, Ampad Road and Campanelli Drive in the City of Westfield, Massachusetts, as shown in Figure 1. As part of this assessment, McMahon reviewed crash data in the vicinity of the Project site, estimated the trip generation associated with the Project, and performed field measurements of the sight distance available at the proposed site driveways.

The Project site is located within a large industrial subdivision in the City of Westfield. The Project site is primarily occupied by dense tree cover and is accessible via Servistar Industrial Way, Ampad Road and Campanelli Drive. Several active industrial buildings are also present on the site. The Project would include the clearing of the trees and existing industrial facilities on site and the construction of 10 separate three-story data centers and one detached two-story accessory building, each with a gross floor area ranging from 180,000 square feet to 420,000 square feet. The Project would have a combined gross floor area of approximately 2,845,200 square feet and would occupy multiple parcels of land within the industrial park. Based on the site plan prepared by R. Levesque Associates, Inc. (RLA) and dated June 11, 2021 each of the eleven proposed buildings would provide an on-site parking lot for employees and visitors. Site access from the adjacent roadway network would be provided by a total of seven full-access, unsignalized driveways: four on Servistar Industrial Way, one on Ampad Road and two on Campanelli Drive. The data center buildings and accessory building on site would be connected by a series of internal roadways. The approximate locations of the proposed driveways are shown in Figure 1 and have been assigned a number for reference in this memorandum.

Each data center constructed as part of the Project would be operational for 24 hours per day. Data center staff would be divided into three eight-hour shifts: one daytime shift, one evening shift and one overnight shift. A majority of the vehicles entering and exiting the Project site are expected to be passenger vehicles, as the Project is not expected to generate a significant number of truck trips. Due to the highly specialized nature of the proposed data centers, the buildings would be constructed one at a time, and the construction duration is estimated to be approximately 18 months per building. Based on the current construction schedule, the data centers associated with the Project are expected to be fully operational in the year 2041, at which point the full traffic volumes associated with the Project would be realized.

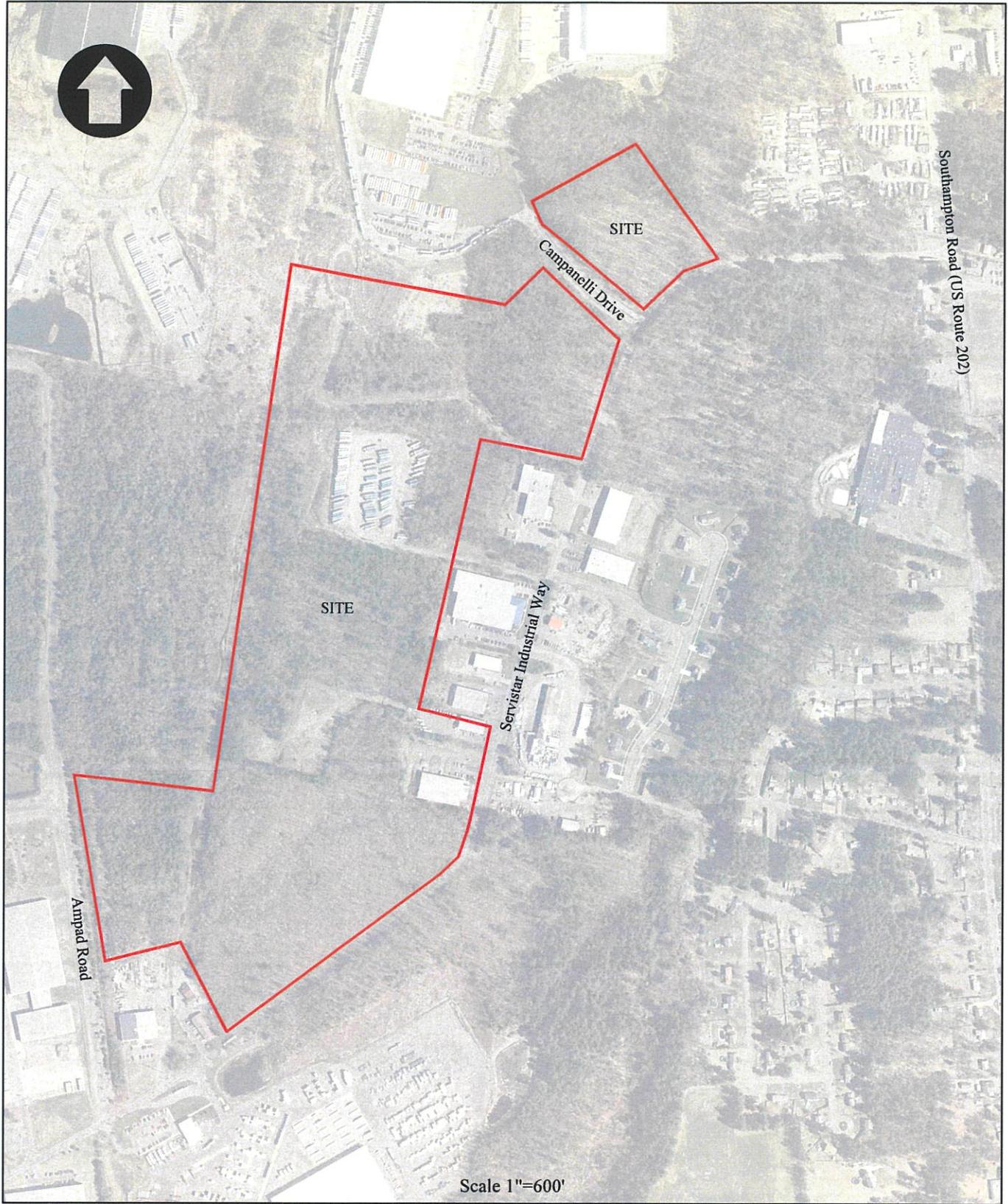


Figure 1
Site Location Map
Westfield Data Center
Westfield, MA

Crash Data

Crash data in the study area were obtained from the MassDOT IMPACT Crash Portal for the most recent five-year period available. Data were analyzed at the unsignalized intersections of Servistar Industrial Way at Ampad Road and Servistar Industrial Way at Campanelli Drive. Crash data were also obtained in the vicinity of the proposed site driveways and along the roadways bordering the site, namely Ampad Road, Servistar Industrial Way and Campanelli Drive. These data include yearly crash summaries for the years 2014 through 2018. A detailed summary of the reported crashes in the study area is provided below in Table 1.

The intersection of Servistar Industrial Way and Ampad Road experienced a total of two reported collisions over the five-year period analyzed. One crash was an angle collision and one crash was a rear-end collision. Both crashes resulted in property damage only, and there were no fatal crashes reported at this intersection.

Two collisions were reported on Servistar Industrial Way between its intersection with Ampad Road to the west and Campanelli Drive to the east. Both reported crashes were single-vehicle collisions, one of which resulted in non-fatal personal injury and one which resulted in property damage only. There were no reported crashes on Servistar Industrial Way between its intersection with Campanelli Drive and Southampton Road (Route 202) to the east. There were also no reported collisions on Ampad Road in the vicinity of the Project site.

The intersection of Servistar Industrial Way and Campanelli Drive experienced one single-vehicle collision over the five-year period analyzed. This collision resulted in non-fatal personal injury. Within the five-year period analyzed, Campanelli Drive experienced one angle collision adjacent to its intersection with the Home Depot Distribution Center truck entrance to the north of Servistar Industrial Way. This crash was classified as an angle collision and resulted in property damage only.

Based on a review of the available crash data from MassDOT and the low reported crash frequencies in the study area, there are no immediate safety concerns at the locations of the site driveways or on the roadways surrounding the Project site.

Table 1 – Intersection Crash Summary

	Servistar Industrial Way at Ampad Road	Servistar Industrial Way between Ampad Road and Campanelli Drive	Servistar Industrial Way between Campanelli Drive and Southampton Road (Route 202)	Ampad Road in the vicinity of the Project Site	Servistar Industrial Way at Campanelli Drive	Campanelli Drive in the vicinity of the Project Site
Year						
2014	0	0	0	0	0	0
2015	1	1	0	0	0	0
2016	1	0	0	0	0	1
2017	0	0	0	0	0	0
2018	0	1	0	0	1	0
Type						
Angle	1	0	0	0	0	1
Rear-end	1	0	0	0	0	0
Sideswipe	0	0	0	0	0	0
Head-on	0	0	0	0	0	0
Single Vehicle	0	2	0	0	1	0
Severity						
Property Damage	2	1	0	0	0	1
Personal Injury	0	1	0	0	1	0
Fatality	0	0	0	0	0	0
Weather						
Clear	2	1	0	0	1	1
Cloudy	0	0	0	0	0	0
Rain	0	0	0	0	0	0
Snow	0	1	0	0	0	0
Road Surface						
Dry	1	0	0	0	0	0
Wet	0	0	0	0	0	0
Ice	1	0	0	0	1	0
Snow	0	0	0	0	0	0
Time						
7:00 AM to 9:00 AM	0	0	0	0	0	0
9:00 AM to 4:00 PM	0	1	0	0	1	0
4:00 PM to 6:00 PM	2	1	0	0	0	1
6:00 PM to 7:00 AM	0	0	0	0	0	0
Total	2	2	0	0	1	1

Source: MassDOT

Trip Generation Data

A trip generation assessment was completed to estimate the number of vehicle trips to and from the Project site. The trip generation assessment was completed for the weekday morning and weekday afternoon peak hour time periods when the combination of Project related trips and adjacent roadway traffic would be greatest. To establish the trip generation estimates, empirical data from similar sites were obtained from the Project team and subsequently compared with available trip generation data from the Institute of Transportation Engineers (ITE). ITE is a national research organization of transportation professionals and their publication *Trip Generation Manual, 10th Edition* provides traffic generation information for various land uses compiled from studies conducted by members nationwide. This reference establishes vehicle trip rates based on actual traffic counts conducted at similar existing facilities across the United States.

As previously discussed, each of the 10 data centers constructed as part of the Project would be operational for 24 hours per day and would be staffed in three eight-hour shifts (daytime, evening, and overnight). It is expected that the weekday morning peak hour Project trips would be comprised of vehicles entering for the start of the daytime shift and exiting at the end of the overnight shift. Similarly, it is expected that the weekday afternoon peak hour Project trips would be comprised of vehicles entering for the start of the evening shift and exiting at the end of the daytime shift.

As mentioned previously, the current Project construction schedule indicates that each individual building is expected to require 18 months to construct. Furthermore, the data centers are proposed to be constructed one at a time due to the highly specialized nature of each building. As such, full Project buildout volumes would likely not be realized prior to the year 2041. The empirical vehicular trip generation estimates for the Project in the 2041 Build year provided by the Project team are shown in Table 2, and represent the combined volumes of all proposed buildings on site.

Table 2 – Empirical Vehicular Trip Generation

Description	Weekday AM Peak Hour			Weekday PM Peak Hour		
	In	Out	Total	In	Out	Total
Westfield Data Center ⁽¹⁾	62	39	101	60	62	122

(1) Projected trip generation for full 2041 Project buildout.

According to the empirical data provided by the Project team, shown in Table 2, the Project is expected to generate approximately 101 vehicle trips (62 entering vehicles and 39 exiting vehicles) during the weekday morning peak hour, and approximately 122 vehicle trips (60 entering vehicles and 62 exiting vehicles) during the weekday afternoon peak hour under 2041 Build conditions. The empirical data indicate that the Project would be expected to generate a total of 323 vehicle trips on a typical weekday. As such, the remaining 100 trips not shown in Table 2 are attributed to the overnight shift.

Vehicle trip generation estimates for the Project were also reviewed using ITE data for Land Use Code 160 (Data Center) in the *Trip Generation Manual*. Table 3 below presents the projected site trips associated with the Project based on these data.

Table 3 – ITE Vehicular Trip Generation

Description	Weekday AM Peak Hour			Weekday PM Peak Hour		
	In	Out	Total	In	Out	Total
Westfield Data Center ⁽¹⁾	200	164	364	92	215	307

(1) ITE Land Use Code 160 (Data Center), based on 2,845,200 s.f. gross floor area.

The ITE trip generation rate for LUC 160 is limited in its scope. The LUC 160 database only contains a small number of sites, and does not provide other pertinent information such as the number of tenants and employees. Furthermore, trip generation rates provided by ITE are applicable for data center sites with up to 485,000 square feet of gross floor area, which is significantly smaller than the Project. Therefore, the ITE trip generation estimates are not considered to be accurate in this case and the empirical data provided by the Project team is considered to be a better source for estimating the trip generation of the Project.

The Project site benefits from excellent local and regional roadway connections. To the east of the study area, Servistar Industrial Way provides direct access to Massachusetts Route 202. Furthermore, the Route 202/I-90 interchange is located approximately 2.0 miles south of the Project site. Based on a review of the surrounding roadway network and the proximity of the site to I-90, new trips generated by the Project would be expected to have a greater orientation to and from the south.

The full 2041 buildout of the Project would not be expected to result in a noticeable impact in the number of vehicle trips traveling on the study area roadways and intersections. Project-related traffic volumes in the study area would be expected to increase gradually over the approximate 14-year build program as each data center building is constructed. The gross floor area of each data center building ranges from 180,000 square feet to 420,000 square feet. Based on the empirical data, a single data center building would only be expected to add between 6 and 17 total trips to the roadway network during the weekday morning peak hour. During the weekday afternoon peak hour, a single building would only be expected to add between 8 and 18 total trips to the roadway network.

Sight Distance

A field review of the available sight distance was conducted at the locations of the seven proposed full-access site driveways on Servistar Industrial Way, Ampad Road and Campanelli Drive. The American Association of State Highway and Transportation Officials (AASHTO) publication, *A Policy on Geometric Design*, 2011 Edition, defines the minimum sight distance at intersections. The minimum sight distance is based on the required stopping sight distance (SSD) for vehicles traveling along the main road. The recommended intersection sight distance (ISD) is measured for vehicles entering the main road from a driveway. The ISD allows vehicles to enter the main street traffic flow without requiring the mainline traffic to slow to less than 70 percent of their speed. According to AASHTO, "If the available sight distance for an entering or crossing vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient time to anticipate and avoid collisions."

There are no posted speed limits on Servistar Industrial Way, Ampad Road or Campanelli Drive within the study area under existing conditions. However, based on a review of the characteristics of the study area roadways and application of engineering judgment, the speed limits on Servistar Industrial Way, Ampad Road and

Campanelli Drive are considered to be 30 miles per hour (mph). Table 3 summarizes the sight distance standards for the proposed site driveways. The sight distance requirements were adjusted to reflect existing roadway grades in the study area.

Table 3 – Sight Distance Requirements

Site Driveway	Looking	Speed Limit (mph)	SSD ⁽¹⁾ Required (ft)	ISD ⁽²⁾ Recommended (ft)	Sight Distance Measured (ft)	Meets Required SSD?	Meets Recommended ISD?
Ampad Road at Site Driveway 1	Left (South)	30	200	335	140 ⁽³⁾	No	No
	Right (North)	30	200	335	340	Yes	Yes
Servistar Industrial Way at Site Driveway 2	Left (East)	30	210	335	>700	Yes	Yes
	Right (West)	30	200	335	440	Yes	Yes
Servistar Industrial Way at Site Driveway 3	Left (East)	30	220	335	345	Yes	Yes
	Right (West)	30	185	335	>700	Yes	Yes
Servistar Industrial Way at Site Driveway 4	Left (East)	30	200	335	>700	Yes	Yes
	Right (West)	30	200	335	640	Yes	Yes
Servistar Industrial Way at Site Driveway 5	Left (East)	30	200	335	70 ⁽⁴⁾	No	No
	Right (West)	30	195	335	>700	Yes	Yes
Campanelli Drive at Site Driveway 6	Left (North)	30	210	335	635	Yes	Yes
	Right (South)	30	190	335	370 ⁽⁵⁾	Yes	Yes
Campanelli Drive at Site Driveway 7	Left (South)	30	200	335	370	Yes	Yes
	Right (North)	30	200	335	590	Yes	Yes

(1) AASHTO stopping sight distance (see AASHTO equations 3-2 and 3-3) for posted speed limit.

(2) AASHTO intersection sight distance (see AASHTO equations 9-1 and 9-2) for posted speed limit.

(3) Sight distance is obstructed by existing tree. Sight distance is expected to exceed 700' if tree were to be removed.

(4) Sight distance is obstructed by existing vegetation adjacent to driveway. Sight distance is expected to exceed 700' if vegetation were to be trimmed or removed.

(5) Sight distance measured to adjacent intersection of Servistar Industrial Way at Campanelli Drive.

As shown in Table 3, the available sight distance looking left (south) at Site Driveway 1 on Ampad Road is obstructed by a small tree on the east side of the roadway (see Figure 2 below). Trimming or removal of this tree as part of the Site Driveway 1 construction would be expected to increase the available sight distance to over 700 feet, thereby exceeding the minimum SSD requirement and recommended ISD given the speed limit and grades on Ampad Road. Furthermore, sight distance was measured from a distance of 14.5 feet behind the edge of the travel lane in accordance with AASHTO sight distance guidelines.

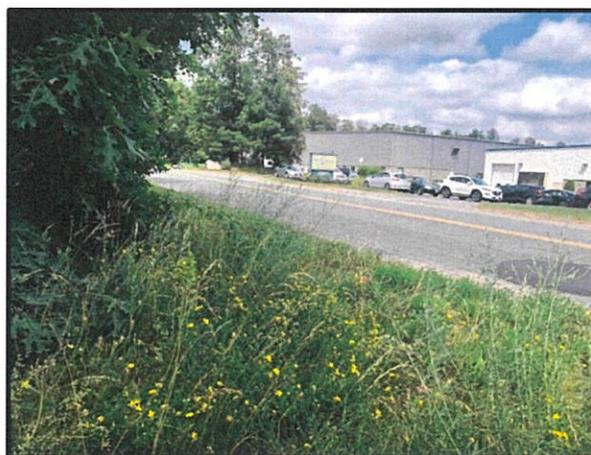
Due to the presence of a 16-foot-wide northbound travel lane on Ampad Road, in conjunction with the low anticipated conflicting traffic volumes on the roadway, drivers exiting from Site Driveway 1 would have the ability to pull forward to a position less than 14.5 feet behind the edge of the travel lane, thereby extending their sight lines beyond the existing tree. The available sight distance looking right (north) at Site Driveway 1 exceeds the minimum required SSD and recommended ISD.

Figure 2 – Sight Distance Looking Left (South) from Site Driveway 1 on Ampad Road



Similarly, the sight distance looking left (east) at the Site Driveway 5 is obstructed by heavy vegetation, as shown in Figure 3. If this vegetation is cleared, the available sight distance from Site Driveway 5 would be expected to increase to over 700 feet, thereby exceeding the minimum required SSD and recommended ISD given the speed limit and grades on Servistar Industrial Way. The available sight distance looking right (west) at this location exceeds the minimum required SSD and recommended ISD.

Figure 3 – Sight Distance Looking Left (East) from Site Driveway 5 on Servistar Industrial Way



The available sight distances in all directions at all other site driveways were determined to exceed both the AASHTO minimum required SSD and recommended ISD given the speed limits and grades on their respective roadways.

Site Circulation

McMahon conducted a review of the proposed site circulation, as shown in the most recent site plan, dated June 11, 2021. Site access would be provided by the seven proposed site driveways on Servistar Industrial Way, Ampad Road and Campanelli Drive, and a majority of the data center buildings would be connected by a series of two-way internal roadways and internal intersections. As shown on the site plan, Data Center 3 and Data Center 10 would operate as standalone buildings, and the internal roadways providing access to these two facilities would not be connected with the larger internal roadway for the other proposed buildings.

To reduce vehicle conflicts on site, it is recommended that stop signs and painted stop bars be installed in appropriate locations at the internal intersections. Furthermore, individual data center buildings should be named and indicated on internal guide signs, such that emergency vehicles accessing the site would be able to respond to a given building quickly and efficiently. Based on this site plan review, the Project site driveways and internal roadways are expected to provide safe and efficient access to the Project site as proposed.

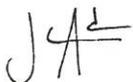
Conclusions

The Project proposes the construction of 10 data centers and an accessory building within the industrial subdivision along Servistar Industrial Way in the City of Westfield. The total gross floor area of the Project amounts to approximately 2,845,200 square feet, and would be accessed via seven site driveways: four on Servistar Industrial way, one on Ampad Road and two on Campanelli Drive. A review of the existing crash data from MassDOT shows that there was a total of six reported crashes in the study area within the five-year period analyzed, indicating that there are no immediate safety concerns in the vicinity of the Project.

Based on a review of the trip generating characteristics associated with the full 2041 build program, the Project is not expected to result in a noticeable increase in the number of vehicle trips travelling to and from the site. Any delay incurred by vehicles associated with the Project would be expected to remain internal to the site. Given that the buildings of the data center would be constructed one at a time, Project-related traffic increases on the roadway network are expected to be gradual. A single data center building would be expected to add fewer than 20 total trips to the roadway network during each peak hour.

To ensure that adequate sight distance is provided for exiting vehicles at Site Driveway 1 (Ampad Road) and Site Driveway 5 (Servistar Industrial Way), it is recommended that the existing trees and vegetation obstructing the sight lines looking left at these driveways be trimmed or removed. Additionally, it is recommended that stop signs and painted stop bars be implemented at the appropriate locations on the internal site intersections, and that adequate guide signs be provided on site to ensure efficient access and adequate response times for emergency vehicles.

Please do not hesitate to contact us should you require any further information.



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Westfield Data Center Campus

Sound Analysis

Westfield, MA

June, 2021

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Executive Summary

A noise monitoring and modeling study was completed at a proposed data center site in Westfield, MA between May 6 and June 20, 2021 for Servistar Realities LLC. Based on this study, we conclude the following:

Average measured worst case nighttime background L90 levels during the Westfield Data Center Campus operational times were between 32 and 36 dBA at relevant receptors near the site. Modeled sound levels from the Westfield Data Center Campus show that sound from HVAC units, emergency generators and substation equipment will comply with the City of Westfield noise regulations of 70 dBA at the property line of adjacent industrial areas, and 45 dBA nighttime in residential areas.

The Westfield Data Center Campus will also comply with MA DEP noise requirements.

1 Introduction

Dr. Howard Quin was contracted by Servistar Realities LLC to perform a background noise study for a proposed data center campus in Westfield, MA. The report summarizes noise measurements and sound modeling done during May and June 2021. In this report, we review applicable noise standards and criteria, and summarize the measurement noise data at the site. Appendix A provides a description of various noise metrics. We then show modeling of the expected sound levels from the proposed equipment using the SoundPlan computer program, to see how expected levels will compare to background levels at the site.

2 Noise Standards and Criteria

Generally speaking, noise standards are usually defined as either absolute levels or amount over ambient background. Ambient is usually defined as the background A-weighted sound level that is exceeded 90 percent of the time (i.e. L90) measured during equipment operating hours. The Code of Massachusetts Regulations (Title 310, Section 7.10, amended September 1, 1972) empowers the Division of Air Quality Control (DAQC) of the Department of Environmental Protection (DEP) to enforce its noise standards. According to DAQC Policy 90-001 (February 1, 1990), a source of sound will be considered to be violating the Department's noise regulation if the source (1) increases the broadband sound level by more than 10 dBA above ambient, or (2) produces a "pure tone condition," when any octave-band center frequency sound pressure level exceeds the two adjacent frequency sound pressure levels by 3 decibels or more. Ambient is defined as the background A-weighted sound level that is exceeded 90 percent of the time (i.e. L90) measured during equipment operating hours. For backup generators, this regulation applies only during testing; noise during operations is exempt from the regulation. For the HVAC units, the pure tone requirement is of considerable

relevance; fans with high blade passage noise can often be out of compliance with the regulations.

In addition to the MA State requirement, the City of Westfield also has a requirement for the equipment to meet a standard of 70 dBA at the property line of adjacent industrial areas, and 45 dBA nighttime in residential areas.

Table 1.
Town of Westfield Noise Ordinance

Zoning District	Time of Day	Max. Sound Level (dBA)
All Residential	7:00 a.m. to 7:00 p.m.	55
	7:00 p.m. to 10:00 p.m.	50
	10:00 p.m. to 7:00 a.m.	45
All Commercial	7:00 a.m. to 7:00 p.m.	60
	7:00 p.m. to 10:00 p.m.	55
	10:00 p.m. to 7:00 a.m.	50
All Business	7:00 a.m. to 7:00 p.m.	65
	7:00 p.m. to 10:00 p.m.	65
	10:00 p.m. to 7:00 a.m.	60
All Industrial	7:00 a.m. to 7:00 p.m.	75
	7:00 p.m. to 10:00 p.m.	75
	10:00 p.m. to 7:00 a.m.	70

3 Measurement Program

Long term noise measurements were conducted with Larson Davis Lxt octave band sound level meters/noise analyzers at locations L1, L2, and L3. At each long-term location, long term data was collected in one hour intervals, with the meter on “slow” setting. A total of three sites were chosen by the Westfield Data Center Campus for one week sound measurements near the data center site, two on Bailey Drive and one near the Heritage Mobile home park, marked as L1, L2 and L3. Field calibrations with acoustic calibrators were conducted for all of the measurements. All instrumentation components, including microphones, preamplifiers and field calibrators have current laboratory certified calibrations traceable to the National Institute of Standards and Technology. Microphones were fitted with environmental windscreens, which protected the microphones during windy conditions.

Attended short term monitoring was also made on-site on May 6 to May 7 2021; four sites were chosen for short term measurements, two on Bailey Drive, one at the Heritage mobile home park, and one on Meadowbrook Drive. This was also done with a Larson Davis Lxt Type I sound meter with the meter on “slow” setting during the day for periods of 30 minutes at each location, and 20 minutes for each location at late night. The short-term monitoring was done to ensure that a technician was on-site to verify the actual relative contributions of sound from various sources. This is important, as it is not always readily evident from an examination of long-term hourly measurements where sound sources come from. Two sets of short-term monitoring data were collected at the short term locations, one during the daytime and one during the night. In this manner, we were able to examine sound from different time periods when the equipment would be operating and people would be near their residences.

The monitoring locations are as follows, as shown on Figure 1:

L1 - Located near the southeast end of Bailey Drive near the Cul-de-Sac

L2 - Located near the north end of Bailey Drive

L3- Located directly behind the Heritage Trailer Park

S1 - Located at the south end of Bailey Drive

S2 - Located at the corner of Bailey Drive and Sammy Lane

S3 - Located at the Cul-de-Sac at the end of Meadowbrook Lane

S4 – Located in the Heritage Mobile Home Park

Figure 1.
Sound Monitoring Sites Near Proposed Westfield Data Center Site

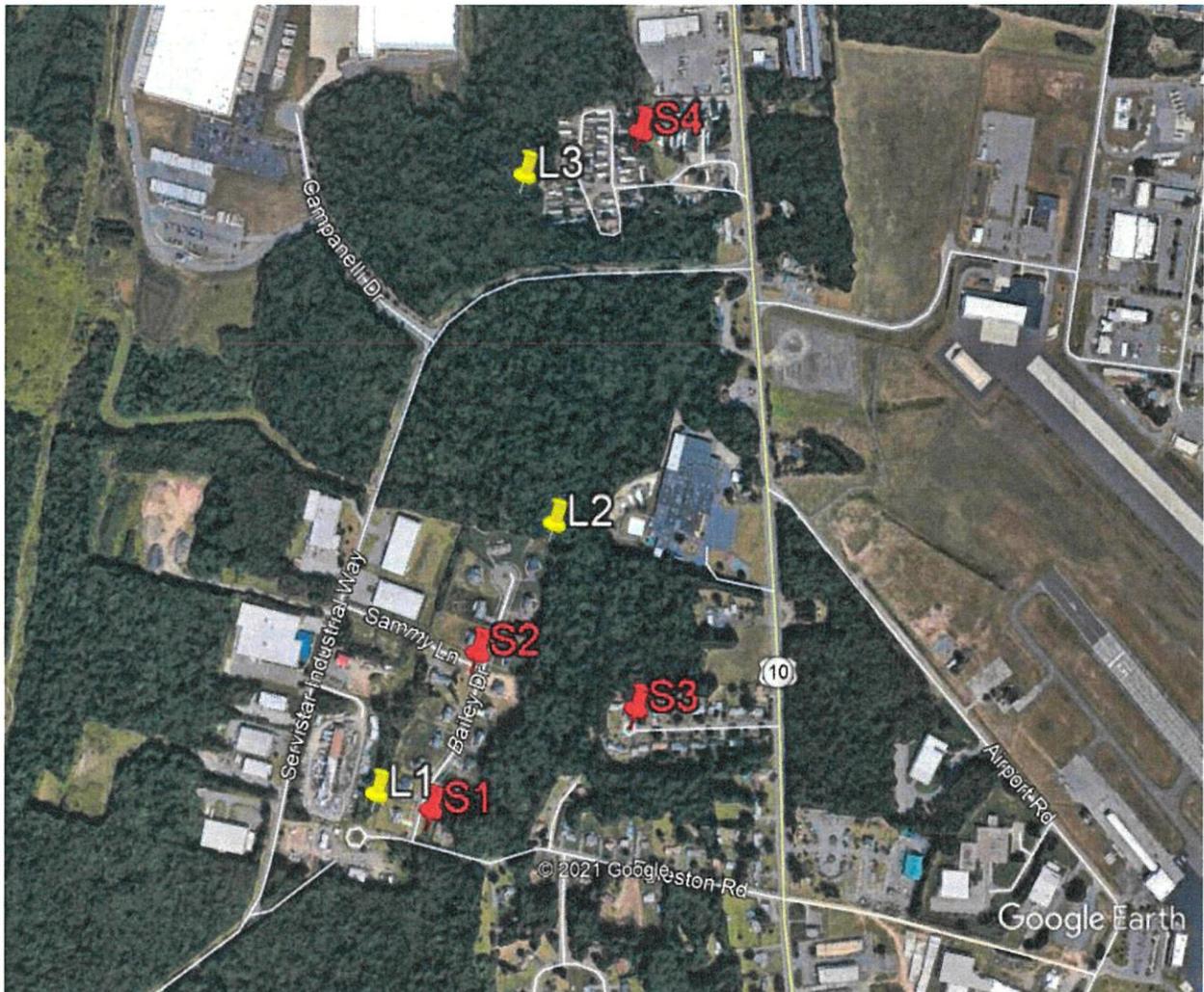
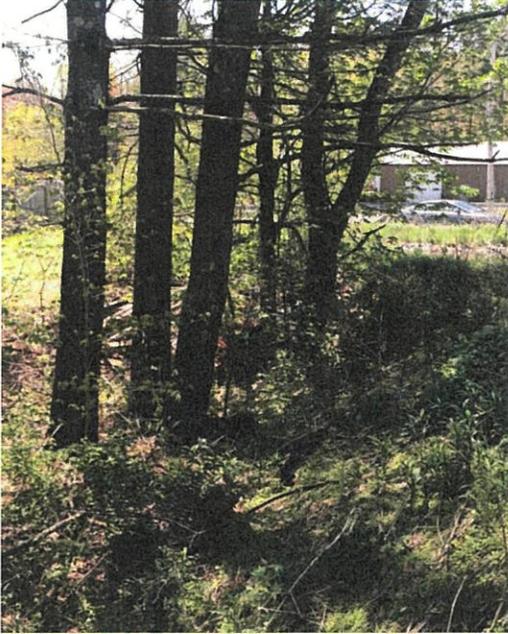


Figure 2.

Sound Monitoring Site Photos

Location L1



Location L2



Location L3



Short Term Monitoring Locations

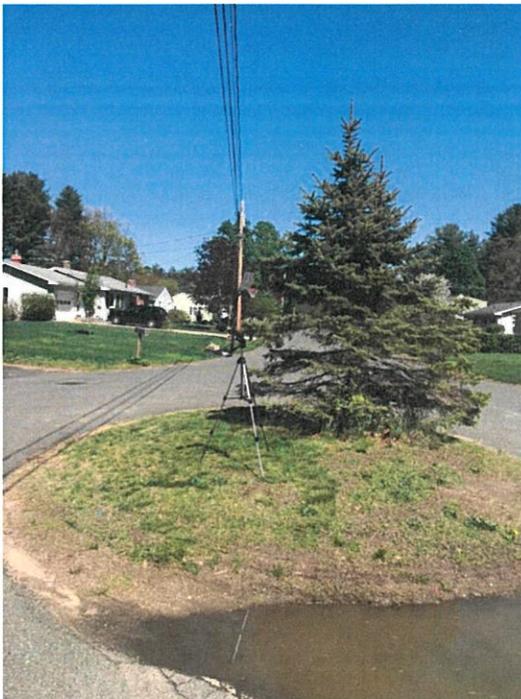
Location S1



Location S2



Location S3



Location S4



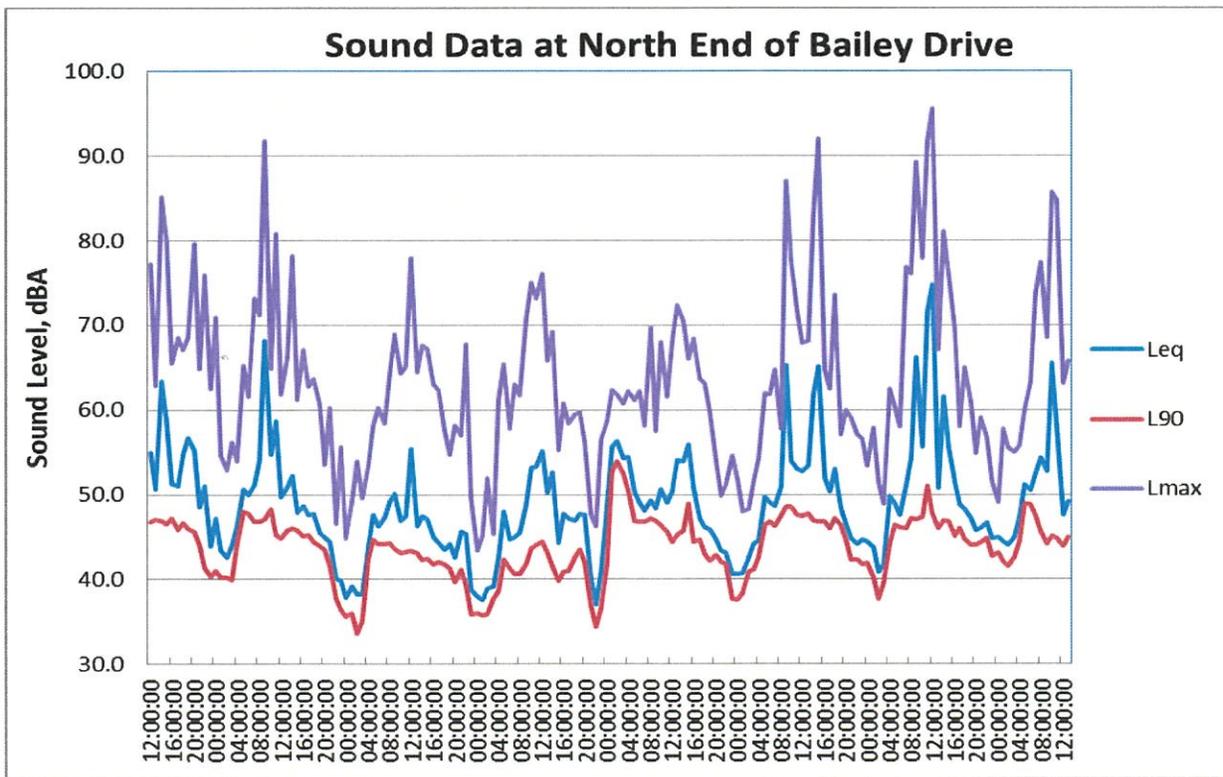
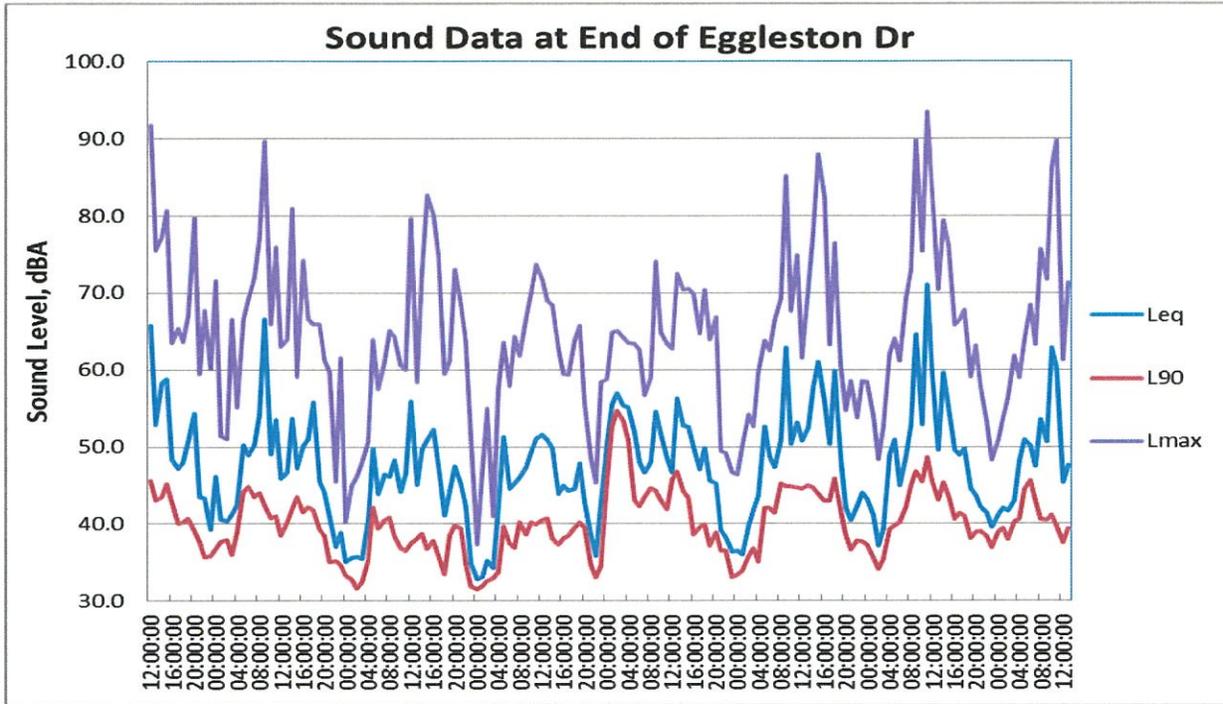
4 Measurement Results

The short-term data are shown in Table 2 at locations S1 to S4 for both the daytime and nighttime monitoring periods. There are differences in sound level between the sound recorded during the day and during the evening; the daytime levels are considerably higher than the nighttime ones. Daytime average (Leq) levels ranged from about 52 to 66 dBA, while the nighttime ones ranged from 43 to 51 dbA. The L90 (background) levels were also significantly lower in the nighttime; they ranged from 45 to 52 dA in the daytime to 39 to 40 dBA at night. The daytime sound levels varied from location to location. Along Bailey Drive, background came from Route 10/202, with some industrial noise. There were also significant local noise sources such as car passbys, plane overflights, distant lawn mowing, and birds. At Heritage Park and Meadowbrook Drive, background came from cars on Route 10/202 and bird noise. There were also some very loud jet flyovers, which contributed to a high Leq on Meadowbrook and Heritage Drive. During the nighttime hours, sound was dominated by cars on Route 10/202 and industrial equipment at the Heritage Drive trailer park and on Meadowbrook Drive. Along Bailey Drive, the nighttime background was dominated by sound from nearby industrial facilities.

Table 2.
Short Term Monitoring Results

Number	Location	Date	Time	Laeq	L90	L10
S1	Bailey South End	5/6/2021	1:46 PM	51.8	45.3	52.9
S2	Bailey and Sammy	5/6/2021	12:50 PM	56.2	45.1	54.5
S3	End of Meadowbrook	5/6/2021	2:21 PM	66.1	51.8	64.3
S4	Heritage Trailer Park	5/6/2021	2:58 PM	57.4	46.6	57.8
S1	Bailey South End	5/6/2021	11:53 PM	41.5	39.2	42.8
S2	Bailey and Sammy	5/7/2021	12:16 AM	51.2	39.9	43.5
S3	End of Meadowbrook	5/6/2021	11:30 PM	43.8	39.2	46.7
S4	Heritage Trailer Park	5/6/2021	11:03 PM	42.7	38.9	47.1

Figure 3.
Long Term Monitoring Results



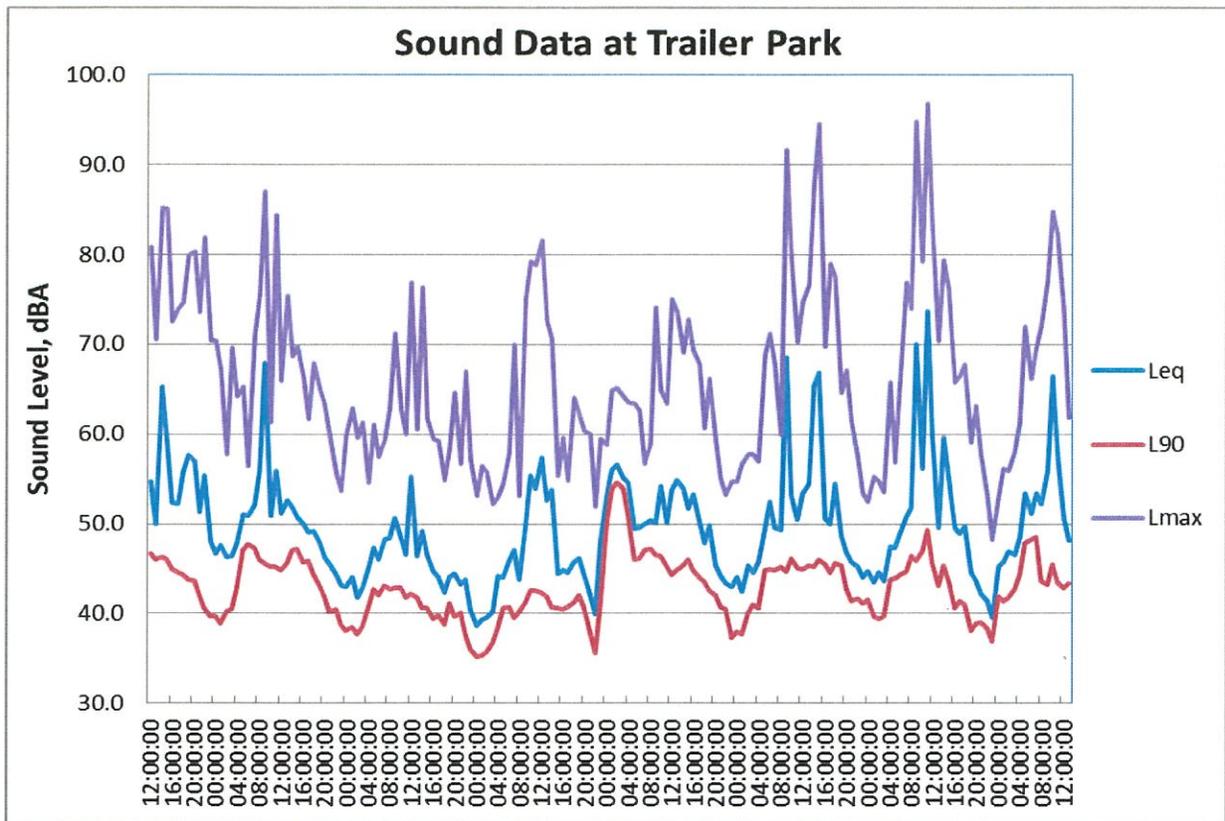


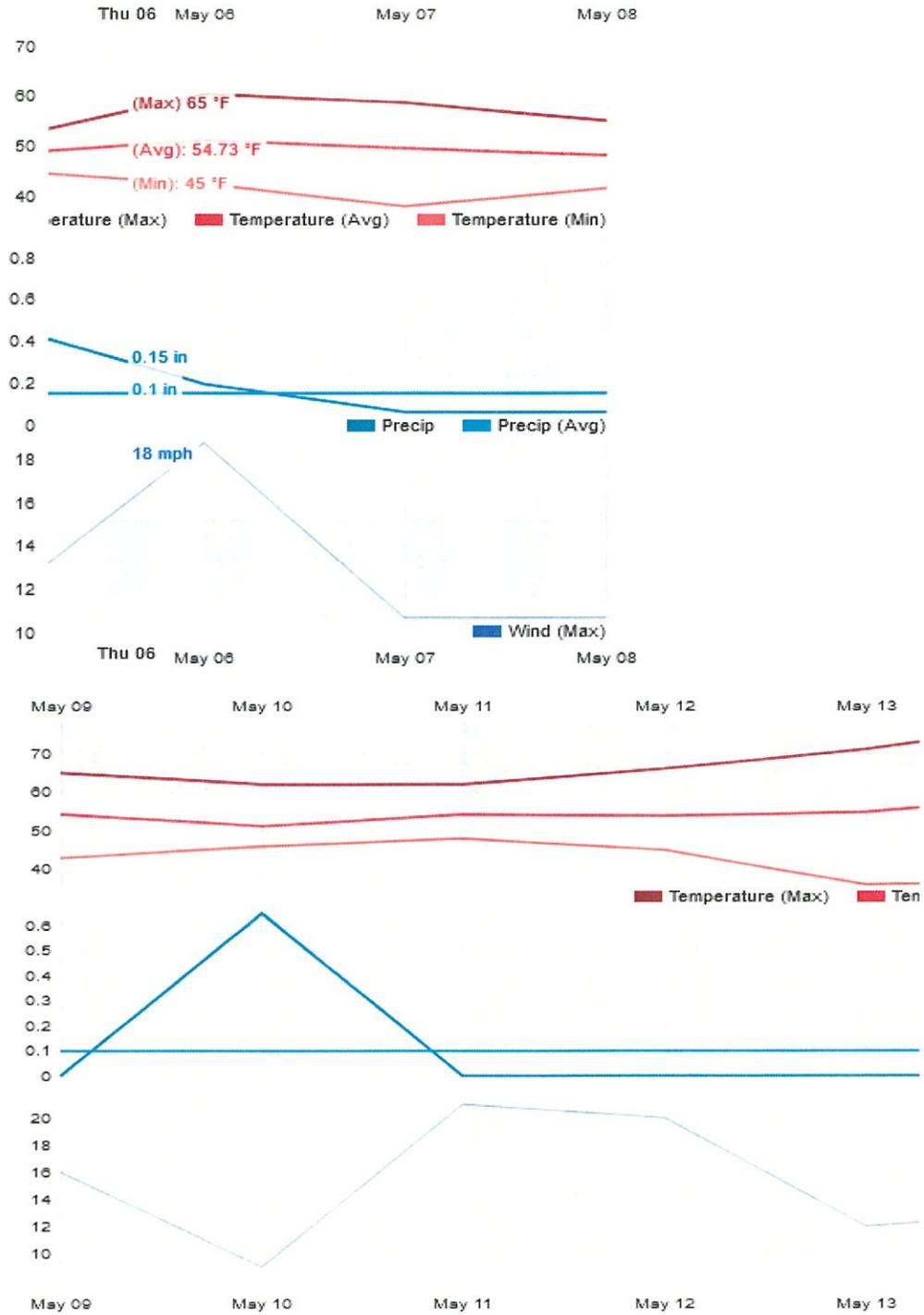
Figure 3 represents graphs of the L90, Leq and Lmax at locations L1, L2 and L3, for each one hour period over the week when data was collected. L90 sound levels are shown in red, while Leq levels are shown in dark blue, with Lmax shown in purple. The graph shows that, typical Leqs varied from approximately 35 to 70 dBA at Location L1, from 38 to 73 dBA at L2, and from 39 to 72 at L3. The graph shows that typical L90s varied from approximately 32 to 56 dBA at Location L1, from 34 to 54 at L2, and from 36 to 54 dBA at L3.

An examination of the data shows that there is a significant correlation between the daytime Leq and Lmax levels at all locations. This is because there are very high sound levels from jet flyovers occurring at the nearby Barnes Air National Guard base, which are slightly higher at the north end of Bailey Drive and the Trailer Park, which are both nearer the flight paths of the jets; the very high jet sound levels drive up the daytime Leq levels at all locations. Nearby activities in the neighborhood, such as car passbys, birds chirping, lawn mowing, and radios, also contribute to the Leqs at all locations when there are no jet overflights. Rain drove up the levels at all locations on the early morning of May 10th. May 11 and May 12 had higher wind speeds, giving slightly higher daytime sound levels as well due to leaf and windscreen noise.

The nighttime Leq levels are well correlated with the L90s, as there is relatively little sound beyond the background to contribute to the measured sound levels. At location L1, and location L2, the nighttime sound is dominated mostly by the industrial equipment, with some contribution from Route 10 and 202; it is slightly lower at L1, as it is further away from nighttime industrial activity, At Location L3, average nighttime Leq sound is dominated by cars on Route 10 and 202, with industrial equipment as L90 in the background.

Figure 4.

Weather at Westfield Barnes RGNL Station



Weather conditions reported during the monitoring period (Figure 4) are typical of those expected in mid spring, with temperatures between 40 and 72 degrees F. with peak wind speeds of 10-20 mph on May 11 and May 12, typical of what would occur under daytime equipment operating conditions. About an inch of rain fell on the early morning of May 10, recorded on all three long term meters.

5 Predicted Equipment Noise Levels

The operational noise levels from the proposed project equipment were predicted in the Westfield study area using 1) reference noise emissions information for the proposed equipment provided from the manufacturer, 2) aerial photography from Google Earth, and 3) the SoundPlan® noise prediction model.

5.1 Noise Prediction Model and Noise Source Characteristics

The SoundPlan® computer noise model was used for computing sound levels from the proposed HVAC and Emergency Generator equipment throughout the surrounding community. An industry standard, SoundPlan provides estimates of sound levels at distances from specific noise sources, taking into account the effects of terrain features including relative elevations of noise sources, receivers, and intervening objects (buildings, hills, trees), and ground effects due to areas of hard ground (pavement, water) and soft ground (grass, field, forest). In addition to computing sound levels at specific receiver positions, SoundPlan can compute noise contours showing areas of equal and similar sound level.

The sound propagation model within SoundPlan that was used for this study was ISO 9613-2.¹ This international standard propagation model is used nearly universally in the U.S. for equipment noise studies, due to its conservative propagation equations. ISO 9613-2 uses “worst-case” downwind propagation conditions in all directions, and accounts for variations in terrain and ground type input. SoundPlan incorporated a *geometric model* of the study area, reference *noise source* levels. SoundPlan uses a *sound propagation model* to project noise levels from equipment operations into the surrounding community.

Sound propagation was modeled from the project equipment into the surrounding area. In the area surrounding the project, in order to be conservative about noise attenuation from ground effects, we have used a ground attenuation G factor of 0.5 at soft ground locations. This is actually somewhat harder than an examination of the vegetation of the site would suggest; however, it allows for the possibility of occasional higher ground reflection during winter snow pack or ice conditions. This is consistent with G values used in other modeling studies in this area.

All of the transformer and HVAC and Emergency Generator equipment are included in the sound modeling. The substation transformers consist of 4 100 MVA unit. The HVAC equipment consists of Daiquin McCoy model 210A, 250A, and 300A chillers with cooling fans, representing units with 16, 18 and 20 fans; a total of 11 units will be used at the

¹ International Organization for Standardization (ISO), International Standard ISO 9613-2, “Acoustics – Attenuation of Sound during Propagation Outdoors”, Part 2: General Method of Calculation, 1996-12-15.

buildings on-site. The reference total noise source levels for the new chiller equipment were obtained from the client, as measured by the manufacturer, and are shown in Appendix B.

The emergency generators consist of 3.5 MW Caterpillar units, placed near each relevant building, each of which will be tested separately. Note that actual sound power levels for the emergency generator units were not furnished by the client; the data utilized consist of a specified level of 70 dBA at a distance of 7 meters from the enclosure, which the vendor has guaranteed to meet. The transformers have a sound level of 72 dBA at distance of 2 meters, and are shielded by a sound wall of 5 meters height giving a minimum of 5 dBA of sound reduction. They are more than twice the distance to the nearest residence as the closest chillers, and will not contribute significantly to the operational sound levels. This sound level should also be verified by the contractor prior to installation. The equipment reference levels are given in Appendix B.

5.2 Predicted Equipment Noise Levels in the Community

Figure 1 shows contours from the predicted HVAC equipment noise levels in the form of noise contours on the Data Center site layout of the study area. The total levels from the emergency generators are added in to the worst case HVAC levels to get the total project levels from both sources in Table 3. The emergency generator levels have been conservatively computed for the three closest generators running simultaneously; in reality, the units will be tested separately (sound from the further units would be less than those predicted here). The predicted sound levels at nearby receptors on Bailey Drive and at the Heritage Trailer Park are typically in the 20 to 35 dBA range, with the higher levels coming at trailers on the north end of the site which are not blocked from the generator location by any buildings.

The octave band sound levels were also examined at the various receptors. They were found to be below the MA DEP octave band 3 dB difference level, as can also be verified by an examination of the octave band source data in Appendix B.

5.3 Comparison with Ambient L90 levels

Ambient is defined as the background L90 measured during equipment operating hours. The background levels for comparison are taken from the lowest daytime measured background levels measured on site at locations L1 at the end of Eggleston, L2 at the Bailey Cul-de-Sac, and L3 at the Heritage trailer park in early May 2021.

The computed levels are shown compared to the background in Table 3. The results show that the proposed HVAC and generator equipment should have noise levels well below or comparable to the lowest measured background levels. It will readily comply with the town of Westfield noise ordinance.

Figure 5.
Noise Contours for Proposed Westfield Data Center HVAC
Equipment

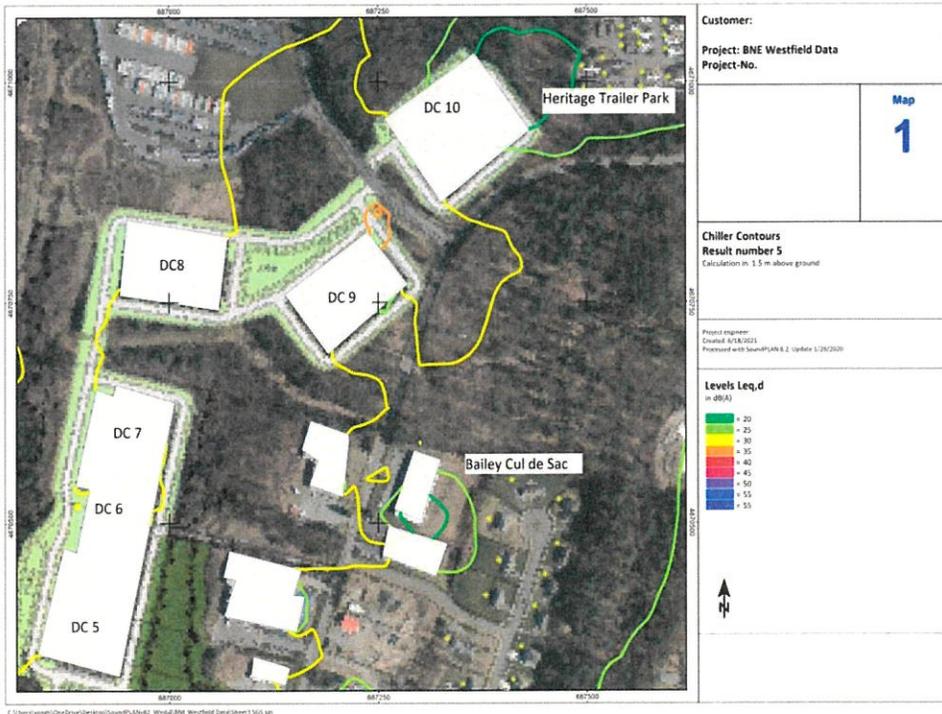
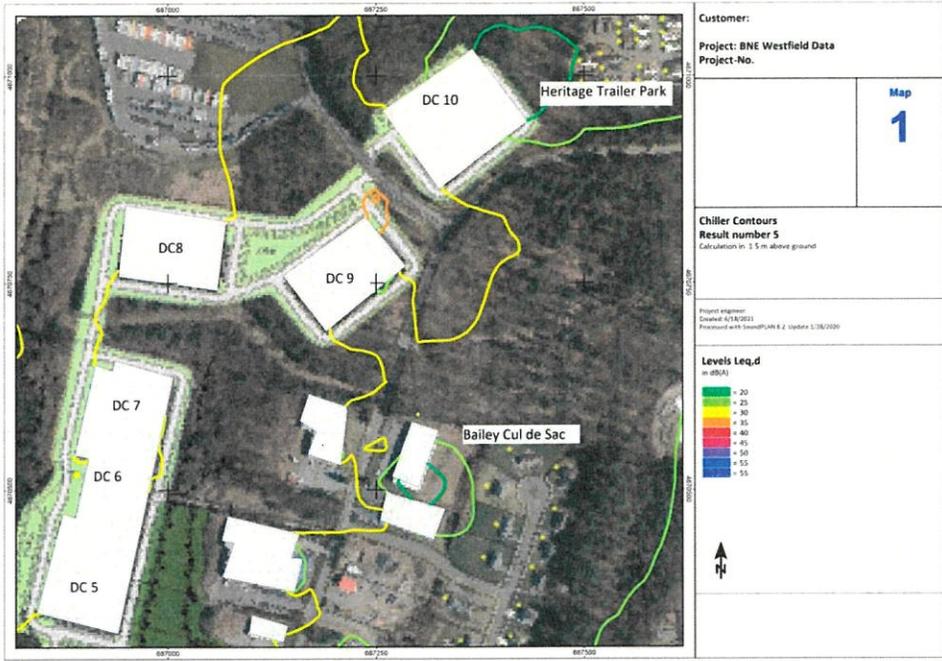


Table 3.

**Predicted Noise Levels from Proposed Westfield Data Center HVAC
and Emergency Generator**

Receptor Name	Predicted HVAC Equipment Leq dB(A)	Predicted HVAC and Emergency Generator Equipment Leq dB(A)	Lowest Measured Background L90 dB(A)
Heritage Trailer Park, First Row North	24	26	36
Heritage Trailer Park, First Row South	23	26	36
Heritage Trailer Park, Second Row North	22	35	36
Heritage Trailer Park, Second Row Second from North	21	25	36
Heritage Trailer Park, Second Row South	23	25	36
Heritage Trailer Park, Third Row North	22	25	36
Heritage Trailer Park,	21	24	36
Heritage Trailer Park, Fourth Row North	22	34	36
Bailey Road, North End Cul de Sac West	27	27	34
Bailey Road, North End Cul de Sac North	28	28	34
Bailey Road, Sammy Lane Corner West	27	30	33
Bailey Road, Sammy Lane Corner East	25	29	33
Bailey Road, Eggleston West Corner	27	31	32
Meadowbrook, West End	24	28	34

Appendix A: Description of Noise Metrics

This Appendix describes the noise metrics used in this report.

1. A-weighted Sound Level, dBA

Loudness is a subjective quantity that enables a listener to order the magnitude of different sounds on a scale from soft to loud. Although the perceived loudness of a sound is based somewhat on its frequency and duration, chiefly it depends upon the sound pressure level. Sound pressure level is a measure of the sound pressure at a point relative to a standard reference value; sound pressure level is always expressed in decibels (dB), a logarithmic quantity.

Another important characteristic of sound is its frequency, or “pitch.” This is the rate of repetition of sound pressure oscillations as they reach our ears. Frequency is expressed in units known as Hertz (abbreviated “Hz” and equivalent to one cycle per second). Sounds heard in the environment usually consist of a range of frequencies. The distribution of sound energy as a function of frequency is termed the “frequency spectrum.”

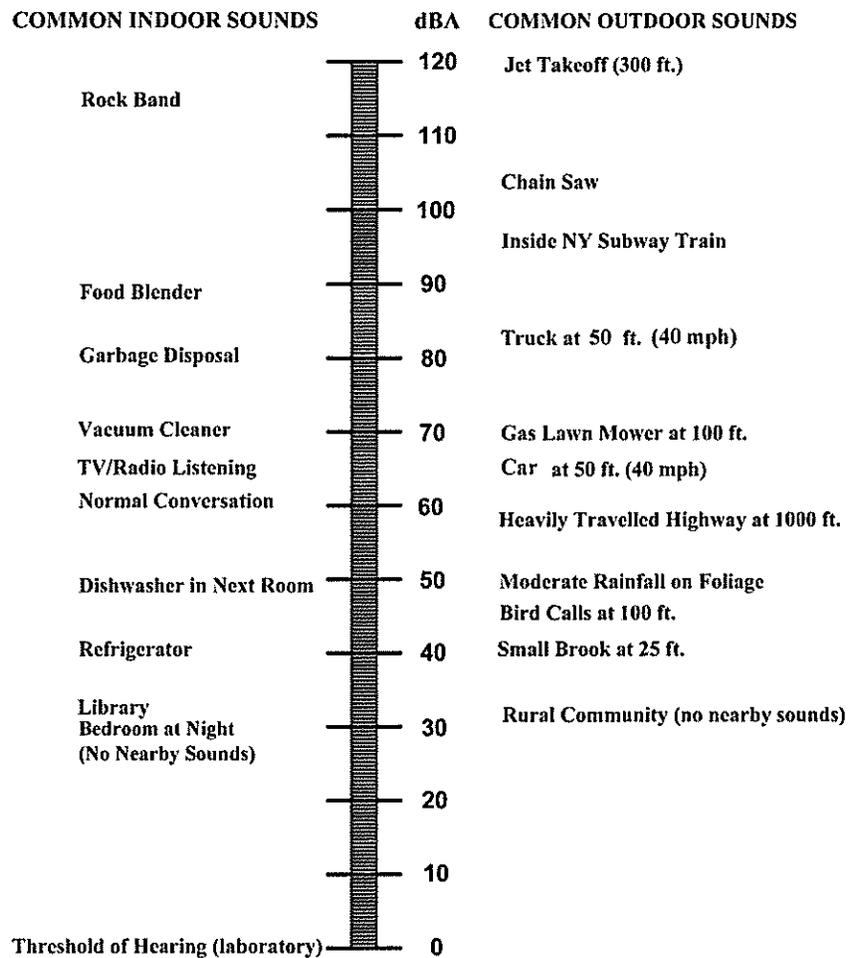
The human ear does not respond equally to identical noise levels at different frequencies. Although the normal frequency range of hearing for most people extends from a low of about 20 Hz to a high of 10,000 Hz to 20,000 Hz, people are most sensitive to sounds in the voice range, between about 500 Hz to 2,000 Hz. Therefore, to correlate the amplitude of a sound with its level as perceived by people, the sound energy spectrum is adjusted, or “weighted.”

The weighting system most commonly used to correlate with people's response to noise is “A-weighting” (or the “A-filter”) and the resultant noise level is called the “A-weighted noise level” (dBA). A-weighting significantly de-emphasizes those parts of the frequency spectrum from a noise source that occurs both at lower frequencies (those below about 500 Hz) and at very high frequencies (above 10,000 Hz) where we do not hear as well. The filter has very little effect, or is nearly “flat,” in the middle range of frequencies between 500 and 10,000 Hz. A-weighted sound levels have been found to correlate better than other weighting networks with human perception of “noisiness”, including C weighting, which is why C weighting is not usually used for wind turbine compliance analysis. One of the primary reasons for this is that the A-weighting network emphasizes the frequency range where human speech occurs, and noise in this range interferes with speech communication. The figure below shows common indoor and outdoor A-weighted sound levels and the environments or sources that produce them.

2. Equivalent Sound Level, Leq

The Equivalent Sound Level, abbreviated L_{eq} , is a measure of the total exposure resulting from the accumulation of A-weighted sound levels over a particular period of interest -- for example, an hour, an 8-hour school day, nighttime, or a full 24-hour day. However, because the length of the period can be different depending on the time frame of interest, the applicable period should always be identified or clearly understood when discussing the metric. Such durations are often identified through a subscript, for example L_{eq1h} , or $L_{eq(24)}$.

L_{eq} may be thought of as a constant sound level over the period of interest that contains as much sound energy as (is “equivalent” to) the actual time-varying sound level with its normal peaks and valleys. It is important to recognize, however, that the two signals (the constant one and the time-varying one) would sound very different from each other. Also, the “average” sound level suggested by L_{eq} is not an arithmetic value, but a logarithmic, or “energy-averaged” sound level. Thus, the loudest events may dominate the noise environment described by the metric, depending on the relative loudness of the events.



3. Statistical Sound Level Descriptors

Statistical descriptors of the time-varying sound level are often used instead of, or in addition to L_{eq} to provide more information about how the sound level varied during the time period of interest. The descriptor includes a subscript that indicates the percentage of time the sound level is exceeded during the period. The L_{50} is an example, which represents the sound level exceeded 50 percent of the time, and equals the median sound level. Another commonly used descriptor is the L_{10} , which represents the sound level exceeded 10 percent of the measurement period and describes the sound level during the louder portions of the period. The L_{90} is often used to describe the quieter background sound levels that occurred, since it represents the level exceeded 90 percent of the period.

Appendix B: Data Specifications

1. HVAC Equipment

Daiquin McQuay Fan Octave Band Sound Power Levels

Std Efficiency Units	63 Hz	125Hz	250Hz	500Hz	1000Hz	2000Hz	4000Hz	8000Hz	A wgted
210A	55	56	58	56	53	48	39	31	88
250A	55	57	58	57	53	49	39	31	88
300A	56	57	59	57	54	49	40	32	89

2. Emergency Generators

Enclosures will be specifically designed by Caterpillar to meet standard of 70 dBA at 7 meters distance from the equipment.

3. Substation Equipment

70 dBA at 2 meters distance with 5 meter high enclosure added.

WESTFIELD DATA CENTER CAMPUS
JOBS AND ECONOMIC DEVELOPMENT REPORT



199 Servistar Industrial Way

Westfield, MA 01085

August 2021

EXECUTIVE SUMMARY

The Westfield Data Center Campus project (referred to as the “Westfield Campus” or the “Project”) is a state-of-the-art hyperscale data center campus consisting of 10 data center buildings totaling 2.74 million square feet ranging in size from 18 to 42 megawatts (“MW”) for a total of 274 MW of critical IT load set on a sprawling 155 acre campus in Westfield, Massachusetts. The Westfield Campus will be built out on a phased approach over approximately twelve to eighteen years.

Servistar Realities LLC (“Servistar”) is developing the Westfield Campus located at 199 Servistar Industrial Way and fourteen surrounding properties in Westfield, Massachusetts. The site is located in the Industrial Zones in the City of Westfield (the “City”) and is surrounded by industrial warehouse distribution centers and commercial buildings. Two 115 kV high-voltage transmission lines owned by Eversource Energy (“Eversource”) are located on the property and run through the campus. Westfield Gas & Electric (“WG&E”) is the local municipal electric and gas utility provider that will provide wholesale electric service, natural gas and high speed fiber for the Project.

Westfield is centrally located in New England between Boston, Providence, Albany, New York City and Connecticut. The central location of Westfield in New England between Boston and New York City gives the data center site access to a population of over 23 million people in the greater region. The site is located in close proximity (less than one mile) between the Westfield-Barnes Regional Airport and the new Westfield Turnpike Industrial Park being developed by the City. In addition, the Westfield Campus is a 20 minute drive from Bradley International Airport, Windsor Locks, CT and 90 minutes from Logan Airport, Boston, MA.

The Westfield Data Center Campus offers the City of Westfield and the Commonwealth of Massachusetts a unique opportunity to participate in the rapid growth and economic benefits of the data center market. Hyperscale data centers are very large business/mission-critical facilities used to support the emerging cloud-based data processing and data warehousing needs of businesses and consumers. house large scale computer systems, servers and associated components designed to efficiently support robust, large-scale data applications.

The data center industry is one of the fastest growing segments of the national economy. Global growth is driven primarily by two factors: (1) Businesses desire to outsource IT functions as a means to reduce costs and improve overall service capabilities, and (2) consumer demand for data driven products and services including, but not limited to, healthcare services, data storage, entertainment data content, and gaming services. The global data center market for hyper-scale, colocation, and edge configurations is expected to experience strong growth over the next decade and beyond. The total investment in data centers is expected to increase from \$244.74 billion in 2019 to \$432.14 billion in 2025 at a compound annual growth rate (CAGR) of 9.9%.¹

¹ "Increased Investment by Cloud and Colocation Providers Drives the Global Data Center Market" report by Research and Markets, dated February 19, 2021.

1

Data centers in primary U.S. markets (Northern Virginia, Dallas, Silicon Valley, Chicago, Phoenix, New York Tri-State and Atlanta) recorded significant growth led by Northern Virginia. Secondary markets saw a significant year-over-year increase with demand growing rapidly due to increased strain on the network and a rush by hyperscale cloud providers to increase capacity. The increase in remote working due to COVID-19 reinforced the importance and reliability of data centers and the networks that support them. Companies are prioritizing IT spending with a focus on mission-critical IT spending to support remote working, transition to online platforms and services, and to support marketing and sales to consumers.²

This report provides an overview of the data center industry and the potential jobs and economic benefits of the Project to the Westfield and Massachusetts economy. Below are a few key points:

- Massachusetts can be an attractive location for data centers.
 - Economic leader in healthcare services, finance, high-tech research and development, biotechnology, technology, computers and electronic manufacturing and higher education. These industries are significant users of data and would benefit from local hyper-scale data center infrastructure investment.
 - Proximity to Boston, New York City, New Jersey, Connecticut and New England.
 - Highly skilled and productive workforce, strong education system, and innovation
- 5G technology, social media, gaming websites, online video, cloud services, video conferencing and emerging industries such as big data analytics, Internet-of-Things (IoT) technology, artificial intelligence and vehicle electrification and self-driving technologies are driving further expansion for large-scale data warehousing and processing needs.
- Thirty-two (32) states offer tax incentives that are designed to attract data centers to locate in their state.
- Data center developments offer significant benefits and opportunities for communities.
 - Data centers can lead to significant investments in infrastructure, technology and ancillary businesses creating jobs and economic opportunity. Their efficient use of infrastructure investment (e.g., off-peak electricity consumption) results in lower service costs to consumers and businesses.
 - The Westfield Campus has the potential to transform the City of Westfield and Western Massachusetts into the center of the high-tech, high-growth data center market in the northeast.

² Data Centers Critical to Business Operations, North American Data Center Report H1 2020, by CBRE Research.

Below is a summary of the economic benefits of the Project for Westfield and the Commonwealth.

➤ **PROPERTY TAX BENEFITS**

- Significant long-term property taxes to support the local community
- \$8.5+ million average annual property tax payments over 40-year term
- \$11+ million average annual property tax payments after full build out
- ***\$350+ million in direct property tax payments over 40-year term***

➤ **JOBS**

- ***400+ Full Time Jobs at project site***
 - ***Average annual salary of \$100,000+***
 - Skilled workforce. Required job force skills to support data centers include two-year, four-year and post-graduate degree requirements in IT, engineering, facilities management, energy management, equipment operations, and equipment maintenance and service.
 - ***Partnerships with local educational institutions to promote workforce expansion and workforce pipeline.*** Westfield State University (“WSU”) provides a unique opportunity to engage in workforce development for the Westfield Campus. WSU offers thirty-two (32) undergraduate academic degree programs and nine (9) graduate degree programs. Many of these degree programs support skill set requirements for the data center industry and specifically for the workforce requirements of the Westfield Campus.
- ***1,200+ Indirect Jobs in local community***
 - Engineers, architects, legal, environmental, support and supply services to operate and maintain the infrastructure investment.
- ***1,800+ Construction Jobs over 18 month construction period for each building***
 - Technical trades including Electrical, Plumbing, HVAC and IT programming

➤ **ECONOMIC EXPANSION**

- Westfield Data Center Campus
 - ***Full build capital investment of \$2.5 to \$3 billion***

- Westfield Future Growth Data Center Hub
 - Other data centers are expected to enter Westfield and Western Massachusetts as the industry develops in the region
 - Potential to significantly increase property tax and economic benefits
- Westfield Turnpike Industrial Park
 - Ancillary businesses expected to locate to new facilities
 - ***The Project will help support 1,100 jobs and \$1.3 million in additional property tax revenue projected by the Westfield Turnpike Industrial Park***

➤ **WESTFIELD GAS & ELECTRIC**

- Wholesale electricity revenue. Electricity expenditures at full-build-out are expected to exceed \$185 million annually creating a substantial revenue opportunity for WG&E.
- Natural gas supply. Natural gas services will be required to provide a portion of on-site emergency power requirements.
- Massive Communication Fiber buildout. The Westfield Campus will support current investments made by WG&E's fiber communication service (Whip City Fiber) providing for further expansion of fiber network capacity in the region.
- Water from City. The Westfield Water Department provides water and sewer services to the industrial zone and will provide these services to the Westfield Campus.

➤ **GREATER BOSTON METROPOLITAN AREA**

- ***Significant opportunity for Boston to attract corporate offices of companies locating to Westfield for data center services***
- Significant growth opportunity of data center market in state
- Economic expansion for complimentary industries including technology, computer and electronic manufacturing, finance, healthcare services and high-tech research
- Job opportunities for skilled workforce and intellectual capital enhancements in state
- ***Potential for Massachusetts to become the leading northeast state for data center growth. New England currently has no significant hyper-scale data center industry presence and Massachusetts is uniquely positioned to capitalize on, support and grow the data center industry as the Westfield Campus leads the way.***

DATA CENTER MARKET OVERVIEW

The data center industry, a critical part of the high-tech information-based economy, is one of the fastest growing segments of the national economy. It is also one of the most capital intensive industries. Data centers are facilities used to house computer systems and associated components, such as telecommunications and storage systems. Data centers require a significant investment in sophisticated designs, engineering and

infrastructure, as well as state-of-the-art mechanical systems for HVAC and emergency power systems and generators. Additionally, due to the need to expand capacity, advances in computer equipment, and software and security upgrades, data centers make significant investments in infrastructure investments, technology efficiency and power efficiency improvements.

Data centers are facilities that contain servers and networking computers for data processing, data storage, and communications. There are three types of data centers:

1. **Co-Location** – Typically owned and operated by a third party company that leases space in the facility to companies while sharing common infrastructure and facility management. Edge data centers are typically smaller co-location facilities that are located close to the populations they serve at the edge of a network to reduce latency and improve the customer experience.
2. **Enterprise** – Data centers that house the IT infrastructure of an individual company that requires reliable power, security and control. Enterprise or corporate data centers can be built as centralized on-premises facilities or they can be located off site and supported by third party technology companies and IT providers.
3. **Hyperscale** – Very large business-critical data center facilities typically built and owned by large technology companies such as Amazon, Facebook, Google, Microsoft, and Apple used to house large scale computer systems, servers and associated components designed to efficiently support robust, large-scale data applications.

There are a number of publicly traded data centers, as well as Real Estate Investment Trusts (“REITS”) that are focused on developing data centers.³

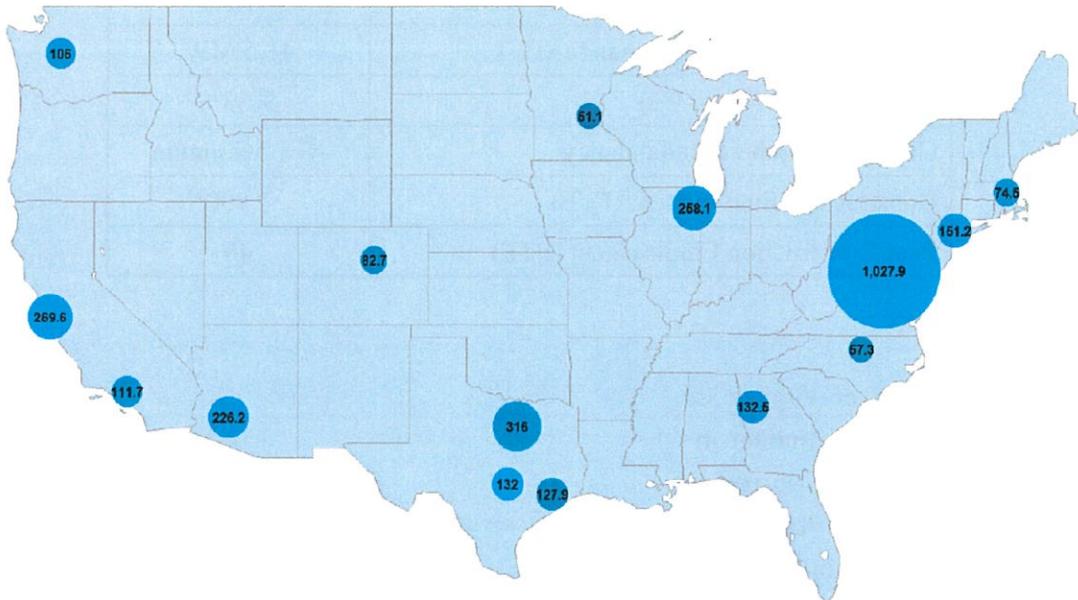
The global data center market for hyper-scale, colocation, and edge represents \$65.8 billion annually (2019) and is expected to grow at a projected combined annual growth rate (“CAGR”) of 15.6%. Growing demand for online services including social media, gaming websites, online video, and healthcare data are just a small list of consumer services that are data driven and require data storage and repository sites. In addition, emerging industries such as big data analytics, Internet-of-

³ Potential Impact of a Data Center Incentive in Connecticut, by Blum, Shapiro & Company, P.C. dated September 9, 2019 at 3.

Things (IoT) technology, artificial intelligence and vehicle electrification and self-driving technologies are driving further expansion for large-scale data warehousing and processing needs. Additionally, the data center industry has experienced a supply shortage in recent years due to extraordinary growth as data centers are filling faster than operators can create space.

The chart below shows the relative sizes of the largest data center markets across the country led by Loudoun County in Northern Virginia.

Figure 1. Relative Sizes of Largest Data Center Markets (megawatts of power capacity) – 2019⁷



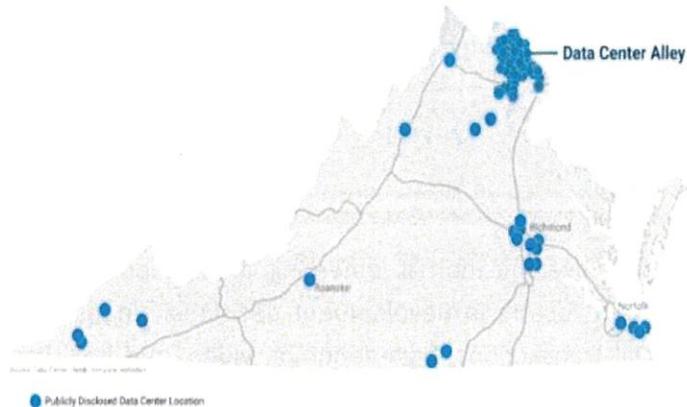
Location diversification is emerging as shortened data transmission latency requirements are significant factors in development decisions. Industries that require very low latency including financial transactions, high-definition video, and healthcare are driving data center development closer to the customer. In addition, traditional data center development locations are facing headwinds from political instability, budget deficits, and rising development costs. These factors are forcing data center developers to look for locations that promote long-term stability with respect to development and operating costs.

Investment and operating costs for a hyper-scale data center campus are incredibly expensive as compared to most, if not all private industries. A typical hyper-scale data center design comprises buildings with “blocks” of 4 MW or 6 MW data servers. A typical building may include eight (8) blocks for a total data processing capacity of 32MW.

The current infrastructure profile for a building of this size would have the characteristics:

METRIC	VALUE
IT Processing Capacity	32 MW
Data Hall IT Floor Space (FT ²)	150,000
Total Building Space (FT ²)	320,000
Building Cost Capex (\$M)	\$304.1
Power Usage Effectiveness Rating (PUE)	1.3
Total Peak Electricity Demand (MW)	41.6 MW
Average Load Factor (%)	80% +
Critical Equipment Redundancy	N+1 Minimum
Construction Employment (FTE)	1,800
Post-Construction Employment (FTE)	40

The Commonwealth of Virginia is the leading Data Center market in the world, specifically the Northern Virginia County of Loudoun. According to Loudoun County Economic Development Authority, over 70% of the world's internet traffic passes through Northern Virginia each day. There are several reasons for the growth of data centers in Northern Virginia.



These include:

1. Proximity to the cross-sea cable lines to London/UK and Continental Europe
2. Business friendly government
3. Low taxes and incentives
4. Low energy costs (electricity) and high reliability
5. Robust dark fiber telecommunications infrastructure
6. Low composite site risk factors

STATE INCENTIVES

Thirty-two states offer incentives that are designed to attract data centers to locate in their state. Connecticut recently became the first state in New England to offer data center tax incentives by passing a state law that provides a 30 year sales tax exemption and a 30 year property tax exemption for data centers that meet certain investment requirements.⁴ Tax incentives can have a significant impact on a market's cost competitiveness.

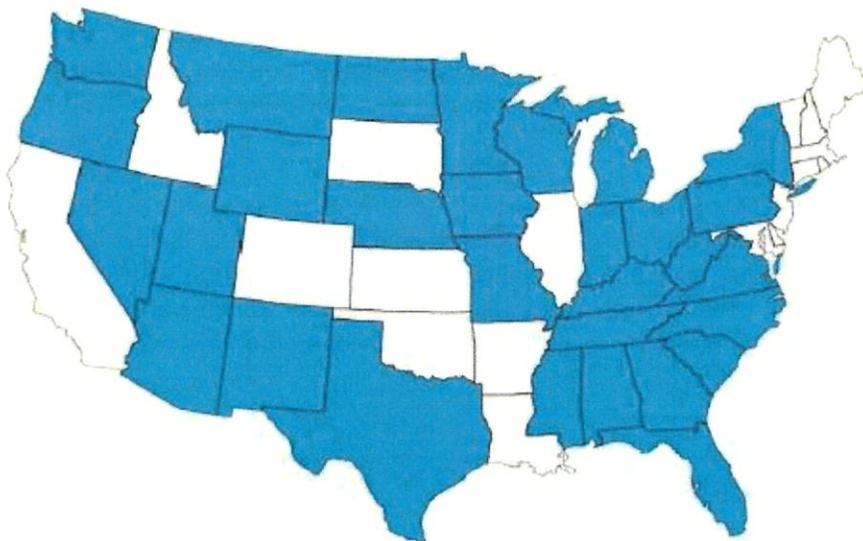


Figure J: States Offering Data Center Incentives in September 2018

Source: Mangum Economics, "Potential Impact of a Data Center Incentive in Illinois," prepared for The Illinois Chamber of Commerce Foundation, November 2018.

What are the critical drivers in the site selection process?

1. **Energy Costs.** Electricity expenses are the single highest operating cost for a data center. Electricity expenditures typically account for 50 to 60% of the annual operating costs. A single 32MW data center consumes as much electricity as 24,000 residential homes yet the data center's unique load profile results in their energy consumption being twice (2X) more efficient than a typical residential consumer. Site selection for a data center campus is defined by the ability to secure reliable and low cost electricity.

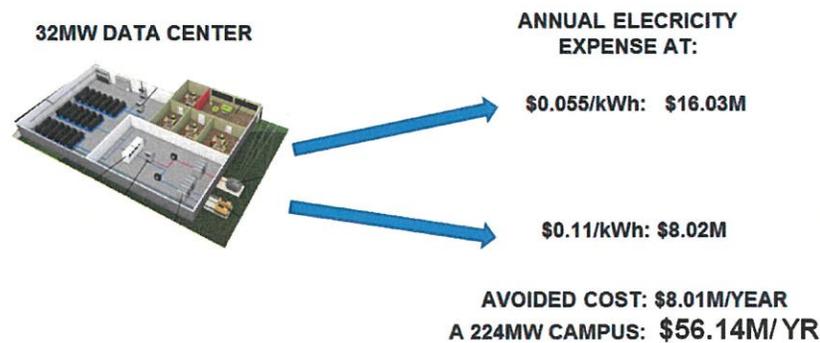
Below is a comparative analysis of electricity rates.

⁴ Eligible data centers must enter into host community agreements with the local city or town in lieu of property taxes.

Region (**)	Average Electricity Rate (\$/kWh)
Loudoun County, Virginia	\$0.05 - \$0.06 / kWh
Piscataway Township, New Jersey	\$0.08 - \$0.09 / kWh
New England (*)	\$0.11 - \$0.17 / kWh

(*) New England retail electricity rates vary from a low of \$0.11/kWh in municipal-owned electric service territories to higher commercial retail rates in investor-owned utility (“IOU”) service territories. The IOU franchise service territories are subject to substantially higher social costs imposed by state legislatures and regulatory bodies in the form of “system benefit charges” including, but not limited to; renewable energy portfolio standards (“RPS”), low income assistance, energy conservation and efficiency program costs, and other socialized program expenditures.

(**) Loudoun County, Virginia is the largest data center region in the United States with over 1,300 MW of IT processing capacity. The Piscataway Township, New Jersey region is home to several large-scale hyper-scale and colocation data centers serving the metro New York areas. New England has not been a focus of data center development from hyper-scale and colocation developers for a variety of reasons including high and uncompetitive electricity rates.



2. **Property Taxes.** Property taxes are the second largest operating expense of data centers and typically account for 10 – 15% of annual operating expenses. Developers and owners of data centers are extremely concerned about property tax expenditures, especially in the fiscal climate we live in today. Competitive and long-term certainty and predictability of property taxes and cooperation from communities are an essential consideration for data centers to the commitment of making substantial and long-term capital investments into a new location.

Business personal property taxes (“BPPT”) are especially of concern to tenants occupying space in colocation facilities. In most instances, tenants have short-term leases (typically three to five years) that match their investment time horizon for business personal

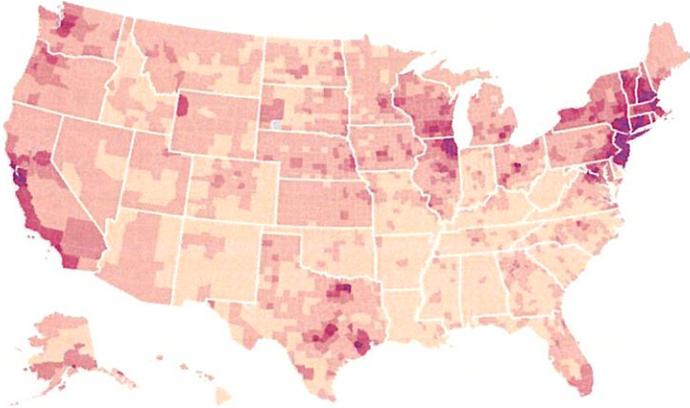
property. As a result, tenants have the ability to evaluate the costs of their capital-intensive operations and have the flexibility to relocate their operations to lower cost markets.

Energy costs, a robust telecommunications infrastructure, and other attributes are key prerequisites for attracting data center operations, but it is critical to design and maintain BPPT rates and assessment methodologies at a competitive level to attract an industry reliant upon significant asset investments.

Real Property Tax:

Comparison of Real Property tax rates (Highest to Lowest) for states with high concentration of data center campuses or seeking to grow data center development.

Property Tax Heat Map



Source: TAX FOUNDATION

Location	Real Property Tax Rate (% of FMV)
New Jersey	1.89%
Texas	1.81%
Connecticut	1.63%
Massachusetts	1.04%
Georgia	0.83%
California	0.74%
Virginia (*)	0.74%
Arizona	0.72%
Colorado	0.60%

(*) Loudoun County, Virginia 2020 effective real property tax rate is \$1.035 per \$100 assessment.

Business Personal Property Tax (“BPPT”):

Comparison of BPPT rates for computer equipment over 5 year period.

Location	BPPT rate (\$ per \$100)	Depreciation Factor (%)					Total BPPT taxes over 5 years per \$100 of assessed value
		Year 1	Year 2	Year 3	Year 4	Year 5	
Atlanta GA	\$1.14	67%	54%	31%	10%	10%	\$1.97
Boston MA	\$2.68	85%	69%	52%	34%	23%	\$7.05
Dallas TX	\$2.74	75%	56%	28%	10%	5%	\$4.77
Denver CO	\$2.26	50%	36%	22%	13%	7%	\$2.90
Houston TX	\$2.54	68%	44%	28%	10%	3%	\$3.89
Los Angeles CA	\$1.25	54%	39%	24%	15%	10%	\$1.78
Loudoun County VA	\$4.20	50%	40%	30%	20%	10%	\$6.30
Henrico County VA	\$0.40	50%	30%	20%	10%	10%	\$0.48
Fredericksburg VA	\$1.25	50%	35%	20%	10%	5%	\$1.45
Phoenix AZ	\$3.18	50%	30%	20%	10%	0%	\$3.50

Business personal property represents the costs of; computer server equipment, mechanical and electrical systems including uninterruptible power supply (“UPS”), mechanical equipment for cooling, and emergency backup generators. Data centers invest a significant amount of upfront and ongoing capital in business personal property. Computer equipment is typically replaced on a three (3) to five (5) year cycle due to improvements in processing speed and energy efficiency.

3. Sales & Use Tax.

Many states have enacted legislation providing for incentives and exemptions for state sales tax on computer equipment and peripherals associated with large-scale data centers. State sales tax expenditures can be extremely prohibitive to data center operators due to the capital-intensive investments and the investment turnover rates.

Below is a summary of states providing sales tax exemptions with investment criteria.

STATE SALES TAX EXEMPTIONS FOR DATA CENTERS

State	Min CAPEX Required	Min Jobs Required	Average Wage Requirement	Rural Component	Electricity Sales Exemption
Virginia	\$150 Million	50	150% of locality average	25 Jobs for areas with unemployment rate of 150% of state average	No
North Carolina	\$75 Million	None	NA	None	Yes
Tennessee	\$100 Million	15	150% of state average	None	No
South Carolina	\$50 Million	25	150% of locality average	None	Yes
Illinois	\$250 Million	20	120% of locality average	Construction Employment Tax credit of 20% of wages for construction workers for projects in underserved areas	No
Indiana	\$150 Million	None	NA	\$25M CAPEX for counties less than 50,000 population	Yes
Iowa	\$250 Million	None	NA	None	Yes
Georgia	\$250 Million, \$15 million for single user data center	20	110% of locality average wage	\$100M CAPEX for designated counties	No
Texas	\$200 Million	20	120% of locality average wage	None	Yes
Maryland	\$5 million	5	150% of state minimum wage	\$2M CAPEX (Tier 1 Counties, Opportunity Zones)	No

Connecticut

Connecticut recently adopted legislation that provides long-term sales tax and property tax exemptions of up to 30 years for qualified data centers. H.B. No. 6514, *An Act Concerning Incentives For Qualified Data Centers To Locate In The State*, was fast tracked through the legislature in record speed in order to incentivize data centers to locate in the state. The bill provides sales and use tax and property exemptions, as well as an exemption for financial transactions taxes that the state may impose in the future, for periods of 20 or 30 year terms, depending on the size and location of the data center investment. Under the law, qualified data centers may also avoid paying taxes on construction, rehabilitation, renovation, repair and operation of the facilities. In order for data center operators to qualify for the tax breaks, they must invest at least \$50 million in the data center within its first five years of operation, and \$400 million (or \$200 million if it is located in a designated Opportunity Zone) for the tax breaks to last the full 30 years.

According to the Connecticut Economic Resource Center, Inc. ("CERC"), construction of a 32MW hyperscale data center in Connecticut would generate an estimated impact on output in Connecticut of \$312 million, most of which will be due to direct expenditures by the data center company (Table 5). Value added, or new wealth generated in the state from the 32MW data center is estimated to be \$180 million, including labor income of \$139 million. Over the 18 months of construction, the 32MW data center would generate 2,065 jobs.⁵

Table 5: Total Impacts on Connecticut from Construction of One 32MW Data Center

	Output (Mil 2019\$)	Value Added (Mil 2019\$)	Labor Income (Mil 2019\$)	Employment (Jobs per Building)
Total	\$312	\$180	\$139	2,065
Direct	\$188	\$102	\$91	1,338
Indirect	\$42	\$26	\$17	212
Induced	\$82	\$52	\$31	514

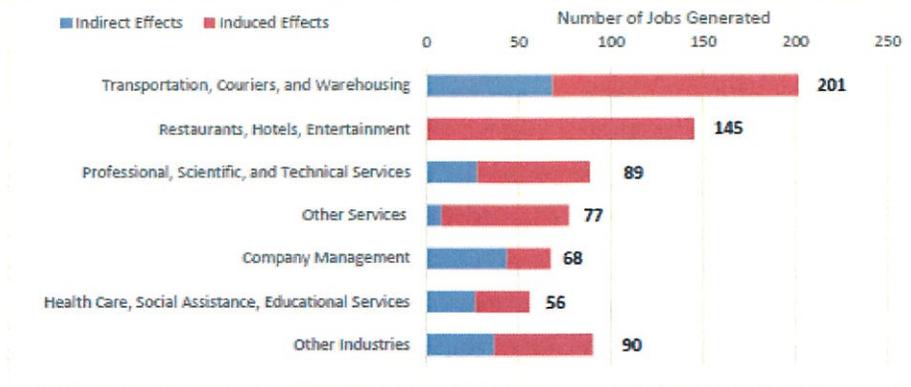
Source: World Edge Data Center; IMPLAN 2017 model for Connecticut; CERC calculations.

CERC also estimates that the secondary effects on employment from the construction of a 32MW data center will generate more than 725 jobs through secondary effects (i.e., indirect and induced effects). These jobs will be distributed across various industries, as other companies increase the production to meet the needs of the data center and as employees of both the data center and the other companies spend their earnings in the state. Of these secondary jobs resulting from construction of a 32MW data center, over 200 are expected to be in Transportation, Couriers, and Warehousing industries.⁶

⁵ The Economic Impacts of a Hyperscale Data Complex, prepared by Connecticut Economic Resource Center, Inc., dated September 2019 at 6.

⁶ Id. at 7.

Figure 1: Secondary Effects on Employment by Industry from Construction of One 32MW Data Center



Note: "Other Industries" includes: Information; Wholesale and Retail Trade, Rentals, Household Services; Finance, Insurance, Real Estate and Housing Costs; Manufacturing; Construction; and Government.

Source: World Edge Data Center; IMPLAN 2017 model for Connecticut; CERC calculations.

Connecticut is attempting to replicate the jobs and economic development benefits that have been enjoyed by Loudoun County in Northern Virginia. Loudoun is the gold standard for data center development. Data centers make large contributions to Virginia’s economy. In 2016, the data center industry was responsible for directly and indirectly supporting approximately 43,275 jobs, \$3.2 billion in labor income and \$10.2 billion in economic output. In 2016, data centers made \$2.6 billion in capital investments in Virginia, supporting about 4,617 jobs, \$254.3 million in labor income, and \$670.0 million in economic output in the state’s construction industry. Virginia has expanded the state’s existing 2008 data center sales and use-tax exemption on computer equipment.⁷

First to market is very important, and Massachusetts has the opportunity to beat Connecticut and become the leading data center state in the northeast.

The data center market is very competitive and characterized by clusters of data center providers that will enter markets that allows them to thrive over the long-term while benefiting the community with significant tax revenue, jobs and economic development. The Project is expected to attract numerous other data centers to the City and surrounding areas and other technological companies that will locate near the data centers. Westfield and the Commonwealth have the real opportunity to become the data center hub of the Northeast by utilizing the Project to spur the expansion and growth of the data center market in the state attracting other data center providers to locate to the Commonwealth from higher cost states such as New York, New Jersey and Connecticut. Additionally, Boston will have the unique opportunity to capitalize on the growth of the data center market in the City and surrounding areas by attracting companies moving to the City for data center services to relocate their corporate offices to Boston from higher costs and less business friendly areas such as the New York City, New Jersey and the greater Metropolitan area.

⁷ Northern Virginia Technology Council, “The Economic and Fiscal Contribution that Data Centers Make to Virginia,” February 2018.

WHY WESTFIELD, MASSACHUSETTS?

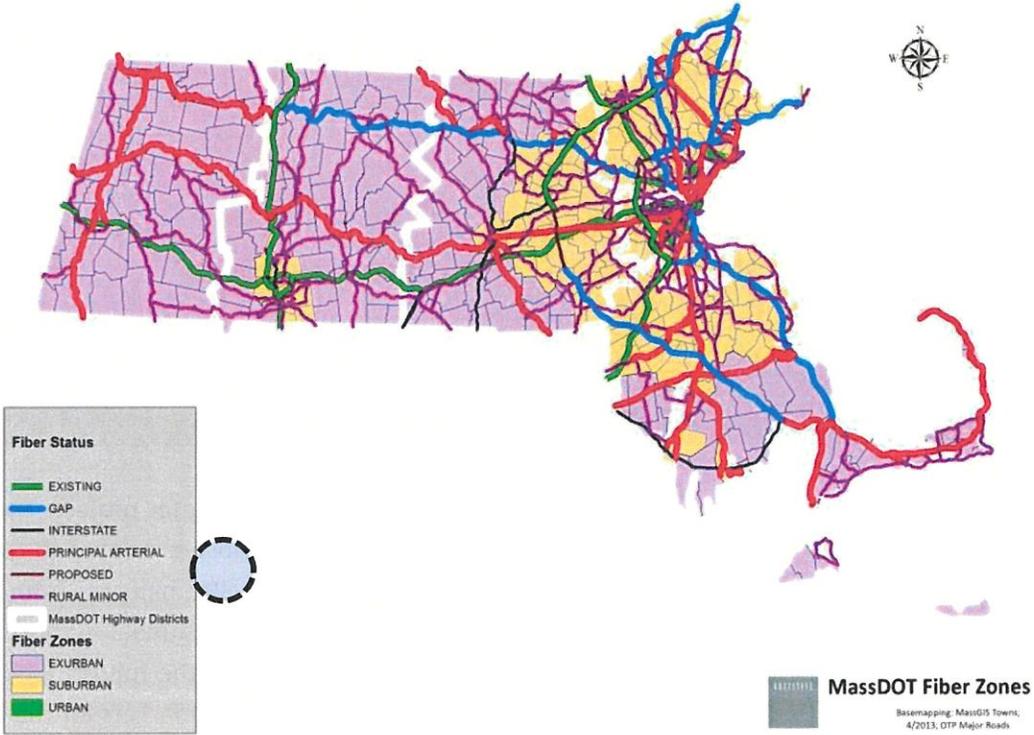
Westfield, Massachusetts, specifically the parcels of land comprising the Project Area located on Servistar Industrial Way offers a unique opportunity for data center development.

1. **Direct Interconnection with Regional High-Voltage Electric Transmission Network and Access to Electric Capacity.** The Westfield Data Center Campus has the ability to obtain a direct interconnection with the two 115kV electric transmission line running adjacent to the property. The recent \$35 million upgrade to these high voltage lines, the Atwater switching station and the Buck Pond substation has increased electricity transmission capacity and improved the overall efficiency and reliability of the electric transmission grid to the Westfield Campus. These Pool Transmission Facility (PTF) lines allows the Project to; (1) purchase wholesale electricity from ISO New England, and (2) receive electricity under the FERC approved Open Access Transmission (“OATT”) tariff. The Westfield Campus will also partner with WG&E for the procurement of wholesale electricity, natural gas supply and a massive fiber buildout. Reductions in electricity rates will also be offered through a combination of (1) electricity generation capacity management, and (2) electric transmission capacity obligations. This comprehensive energy strategy will give the Westfield Campus the ability to deliver cost effective electricity services for its data center in the range of \$0.068 to \$0.07/kWh.
2. **Access to High-Speed Fiber Network, Connectivity & Undersea Cable.** Access to Westfield’s high-speed telecommunications network is a significant advantage that Westfield has when comparing to other Massachusetts communities.

The main functions of a data center are to centralize and consolidate information technology resources, house network operations, facilitate e-commerce and to provide uninterrupted service to mission-critical data processing operations. The availability of high capacity telecommunications infrastructure that connects the data center to end users through connections to major internet access points, and the speed of those data transmissions (referred to as “latency”) is a major consideration for the location of a data center campus.

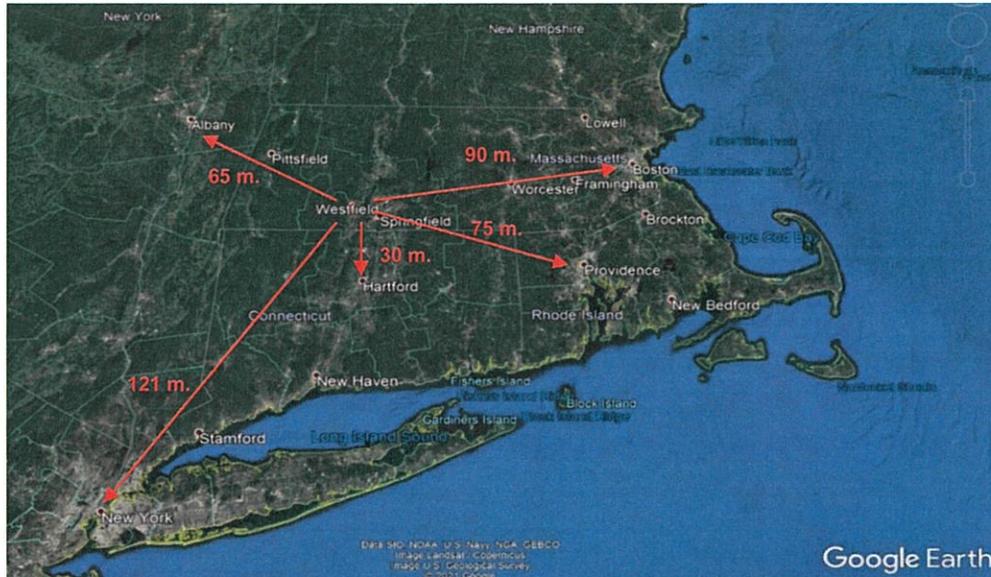
Data center applications that are latency dependent including financial transactions, video streaming, online gaming, and emerging industries including self-driving vehicles are seeking data center locations that are closer and closer to their customer base. Latency refers to the “round-trip” amount of time required to send and receive data.

The availability of strong telecommunications infrastructure, multiple fiber providers with diverse routes and connectivity to major internet connection points are critical considerations for data center operators. Major data center campuses require infrastructure that provides route diversity and access to “dark” fiber. Additionally, the robust fiber network provides access to the Undersea Cables in the Boston area to international markets for the Project.



3. **Proximity to Airports.** The Westfield Campus is located less than a half mile from the Westfield-Barnes Regional Airport, only 30 minutes from Bradley International Airport and only 90 minutes from Boston Logan International Airport offering convenient access to the City and the greater Boston area.
4. **Access to Natural Gas.** Westfield Gas & Electric has the ability to provide natural gas resources for emergency generator dispatch and ancillary space heating resource requirements.
5. **Access and availability to Potable Water.** Potable water will be used on the Westfield DCC site for equipment cooling purposes. Sewer requirements are minimal due to the nature of operations. Water services will be obtained from the Westfield City Water Department.

6. **Geographic Location and Latency.** Westfield is located in central proximity to New York City, West Chester County and major metropolitan centers in New England. This location offers the opportunity for optimal latency paths and low risk factors.



Many factors make Westfield a unique location for the proposed data center project. The Project Area is ideally located next to two high power transmission lines, in close proximity to the robust fiber network, next to Westfield-Barnes Regional Airport, only 30 minutes from Bradley International Airport and only 90 minutes from Boston Logan International Airport offering convenient access to the City and the greater Boston area. Additionally, the robust fiber network provides access to the Undersea Cables in the Boston area to international markets for the Project.

Westfield is also centrally located between the New York City metropolitan area, Boston, Providence, Albany, Connecticut and other major metropolitan centers in New England giving the data center site access to a population of over 23 million people in the greater region. Massachusetts led by Boston is an economic leader in healthcare services, finance, high-tech research and development, biotechnology, technology, computers and electronic manufacturing and higher education.

Westfield has the real opportunity to become the data center hub of the Northeast by utilizing the Project to spur the expansion and growth of the data center market in the state attracting other data center providers to locate to the Commonwealth from higher cost states such as New York, New Jersey and Connecticut. Additionally, Boston will have the unique opportunity to capitalize on the growth of the data center market in the City and surrounding areas by attracting companies moving to the City for data center services to relocate their corporate offices to Boston from higher costs and less business friendly areas such as the New York City, New Jersey and the greater Metropolitan area.

EXPECTED IMPACT OF DATA CENTERS IN MASSACHUSETTS

Many factors make Massachusetts an attractive and even unique location for the development of the proposed data center project.

Massachusetts is an economic leader in healthcare services, finance, high-tech research and development, biotechnology, technology, computers and electronic manufacturing and higher education. The Commonwealth also has a highly skilled, productive workforce and a strong education system that , and is at the forefront of innovation and technology.

The Commonwealth and Westfield offer the following benefits conducive to data center growth:

1. **Strategic Location.** Westfield is centrally located between New York City, New Jersey, Boston, Providence, Albany, Connecticut and New England giving the data center site access to a population of over 23 million people in the greater region.
2. **Highly Skilled Workforce.** The Commonwealth has a highly skilled, innovative and productive workforce that is at the forefront of innovation and technology.
3. **Leading Education System.** Massachusetts consistently ranks as one of the top states for its educational system excels and is home to higher education institutions such as Harvard, MIT, Tufts and Boston College, among others.
4. **Robust Fiber Network.** Availability of strong telecommunications infrastructure, multiple fiber providers with diverse routes and connectivity to major internet connection points and Undersea Cables in the Boston area that provides access to international markets.
5. **Passion for Innovation.** Massachusetts is an economic leader in healthcare services, finance, high-tech research and development, biotechnology, technology, computers and electronic manufacturing and higher education.

5G technology, social media, gaming websites, online video, cloud services, video conferencing and emerging industries such as big data analytics, Internet-of-Things (IoT) technology, artificial intelligence and vehicle electrification and self-driving technologies are driving further expansion for large-scale data warehousing and processing needs. Additionally, the data center industry has experienced a supply shortage in recent years due to extraordinary growth as data centers are filling faster than operators can create space. According to Moor Insights & Strategy these changes will drive substantial IT hardware spending to an estimated \$326 billion by 2025. This investment splits between different segments including data centers at 56% (\$183 billion), network transformation at 22% (\$72 billion), edge computing at 3% (\$9 billion) and modems and IP at 19% (\$62 billion).⁸

⁸ Forbes, "5G Set to Massively Boost IT Infrastructure Spending of \$326 billion by 2025,

Construction Jobs and Economic Benefits

Data centers are very capital intensive. Industry operators must build or acquire facilities, power and utilities infrastructure, telecommunications and internet infrastructure and redundancy capabilities. In addition, data centers must provide reliable power supply and internet connections. As a result, industry operators need to acquire fiber optic cables and multi-amperage power connections. Additionally, this industry needs to provide redundant or backup power and internet connections. Other infrastructure required includes security cameras, alarm systems and data recovery systems.⁹

According to a report produced by the U.S. Chamber of Commerce, a data center of 165,000 FT² requires an initial investment of \$45 million in building construction and \$157 million in servers and other computer equipment. Building a data center of this size with a construction phase of 18 – 24 months is estimated to create 1,688 local jobs, \$77.7 million in wages, \$234.5 million in local economic activities, and 9.9 million in state and local taxes.¹⁰

Even after data centers are built, there is still a need for regular upgrades and expansions to meet growing demand and to incorporate the latest technologies. For example, Google's data center campuses employ more than 1,100 construction workers across its six campuses each year for upgrades and expansions.¹¹

Data Center Employment

Data centers require skilled workers for installation and tech support services. Once a data center is constructed, a typical operation employs software engineers, networking professionals, server managers, facilities managers, and security guards, among others. In addition, there is a growing tendency of companies to collocate IT staff, sales staff and other employees at the data centers.¹² A U.S. Chamber of Commerce study on data centers estimates that a large data center will generate 157 local jobs earning \$7.8 million in wages, create \$32.5 million in local and economic activities, and generate \$1.1 million in state and local taxes.¹³

A study by Oxford Economics estimates that Google's data center activities further support an external supply chain that employs nearly 3,500 additional workers. Each direct Google data center job is found to support an additional 4.9 jobs nationwide. When economic activity from all

<https://www.forbes.com/sites/patrickmoorhead/2018/02/22/5g-set-to-massively-boost-it-infrastructurespending-of-326b-by-2025/#320cdf4e2805>

⁹ IBISWorld Industry Report OD5899, "Colocation Facilities in the United States," December 2018.

¹⁰ U.S. Chamber of Commerce, "Data Centers: Jobs and Opportunities in Communities Nationwide," June 2017.

¹¹ Oxford Economics, "Google Data Centers: Economic Impact and Community Benefit," April 2018.

¹² Tracy Hyatt Bosman, "How Data Centers Benefit Communities," 7x24 Exchange International, Fall 2013.

¹³ U.S. Chamber of Commerce, "Data Centers: Jobs and Opportunities in Communities Nationwide," June 2017.

channels is considered, the jobs multiplier attributable to Google at the state level ranges from 3.3 in South Carolina to 4.6 in Georgia. Industries with new jobs supported by the Google data centers include (i) Trade, transport & Utilities; (ii) Professional & Business Services; and (iii) Leisure & Hospitality.¹⁴

Data center employees also earn higher than average salaries. According to a 2018 survey on salaries earned by data center employees, half of respondents earned annual salaries that were \$100,000 or greater.¹⁵ Based on the U.S. Bureau of Labor Statistics data for 2020, the average annual salary in Massachusetts is \$70,010.

According to the Project Oasis Market Analysis for Data Center Investment in Southwest Virginia, a “36 MW “hyperscale” data center would result in an estimated \$464 million in capital investment and 40 high income direct jobs.”¹⁶ The Project Oasis Market Analysis further concluded that a large 36 MW data center locating in the region “would result in over 2,000 jobs created during construction, 40 direct and 59 additional permanent jobs, \$233 million in economic activity during construction, and over \$50 million in economic activity annually once operations begin.”¹⁷ Below are the Project Oasis assumptions used for the financial model.

Assumptions for Project Oasis Data Center Model

Metric	Value
IT Capacity (MW)	36
Raised Floor Space (sq.ft.)	150,000
Total Building (sq.ft.)	250,000
Tier Rating	3
Power Usage Effectiveness (PUE)	1.1
Total Utility Power (MW)	39.6
Power Density (W/sq.ft.)	250
Thermal Load	21 MW
Cost per MW (\$/M)	\$6.6
Building Cost Capex (\$M)	\$262.5
IT Equip Cost Capex (\$M)	\$201.6
Total Capex (\$M)	\$464.1
Employees	40

¹⁴ Oxford Economics, “Google Data Centers: Economic Impact and Community Benefit,” April 2018.

¹⁵ 2018 Technology Salary Survey – Data Center conducted by Informa Engage, Data Center Knowledge, IT Pro Today, Channel Futures.

¹⁶ Project Oasis, Market Analysis for Data Center Investment in Southwest Virginia, by OnPoint Development Strategies LLC, R Kent Hill dated September 2020, at 2.

¹⁷ Id at 5.

Below is a summary of the Project Oasis estimated economic benefits and impacts (direct and indirect) for one 36 MW data center development in Wise County, Virginia:

- 2,048 jobs supported during the 18-month construction period
- 40 data center jobs created, and 59 additional jobs supported once operations begin
- \$55.2 million over the 18-month period in total pay and benefits
- \$7.3 million in annual pay and benefits once operations begin
- \$233 million during the construction period in total economic output
- \$50.3 million annually once operations begin
- \$15.7 million in real estate and property tax revenues over first 5 years of operation

In addition, the following spillover effects would be created in the surrounding region:

- 184 jobs supported during the 18-month construction period
- 12 jobs supported once data center operations begin
- \$8 million over the 18-month construction period in total pay and benefits
- \$900,000 in annual pay and benefits once operations begin
- \$34.9 million during the construction period in total economic output
- \$5.9 million annually once operations begin¹⁸

Table 2 summarizes the total impacts of all of the new economic activity associated with a new data center in Wise County and the entire state of Virginia.

Table 2: Total Economic Impacts of a Hypothetical Large Data Center in Wise County

Wise County	One-Time Construction Period	Ongoing Annual Operation
Total Jobs Supported	2,048	99
Total Pay & Benefits	\$55,200,000	\$7,300,000
Total Economic Output	\$233,000,000	\$50,300,000
Southwest Virginia	One-Time Construction Period	Ongoing Annual Operation
Total Jobs Supported	2,232	111
Total Pay & Benefits	\$63,200,000	\$8,200,000
Total Economic Output	\$267,900,000	\$56,200,000

¹⁸ Id at 45-6, summarizing Appendix B of Oasis Project Market Analysis, Potential Impact of Data Center Development in Southwest Virginia, by Mangum Economic Consulting, LLC, dated August 14, 2020.

Westfield Campus – Property Tax, Jobs and Economic Expansion

Servistar is developing the Westfield Campus which is a state-of-the-art hyperscale data center campus consisting of 10 data center buildings totaling 2.74 million square feet ranging in size from 18 to 42 MW for a total of 274 MW of critical IT load set on a sprawling 155 acre campus in Westfield, Massachusetts. The data center campus is expected to be built out in phases over a period of twelve to eighteen years.

The Westfield Campus will provide significant jobs and economic benefits to the City of Westfield. The Westfield Campus has the potential to transform the City of Westfield into the center of the high-tech, high-growth data center market in the northeast.

CITY OF WESTFIELD

Property Tax Revenue

- Significant long-term property taxes to support the local community
- \$8.5+ million average annual property tax payments over 40-year term
- \$11+ million average annual property tax payments after full build out
- *\$350+ million in property tax payments to the City over 40-year term*

Jobs

- *400+ Full Time Jobs at project site with an average annual salary of \$100,000+*
- *1,200+ Indirect Jobs in local community*
- *1,800+ Construction Jobs over 18 month construction period for each building resulting in over 18,000 construction jobs over the full buildout of the Project*

Economic Expansion

- *\$2.5 to \$3 billion+ of capital investment through full buildout*
- *Support an additional 1,100 jobs and \$1.3 million in additional property tax for the new Westfield Turnpike Industrial Park being developed by the City*
- *Potential for Westfield to become Data Center Hub in Western Massachusetts as other data centers are expected to enter the Westfield data center market*
- *Opportunity for substantial growth of property taxes, jobs and economic benefits for Westfield as data center market expands in the City*

— Provide substantial revenue to WG&E from wholesale electricity, natural gas supply and extensive fiber services

The estimated impact on output from construction and operations through the full build out of the Westfield Data Center Campus using a fifteen year period is over \$4.3 billion.¹⁹

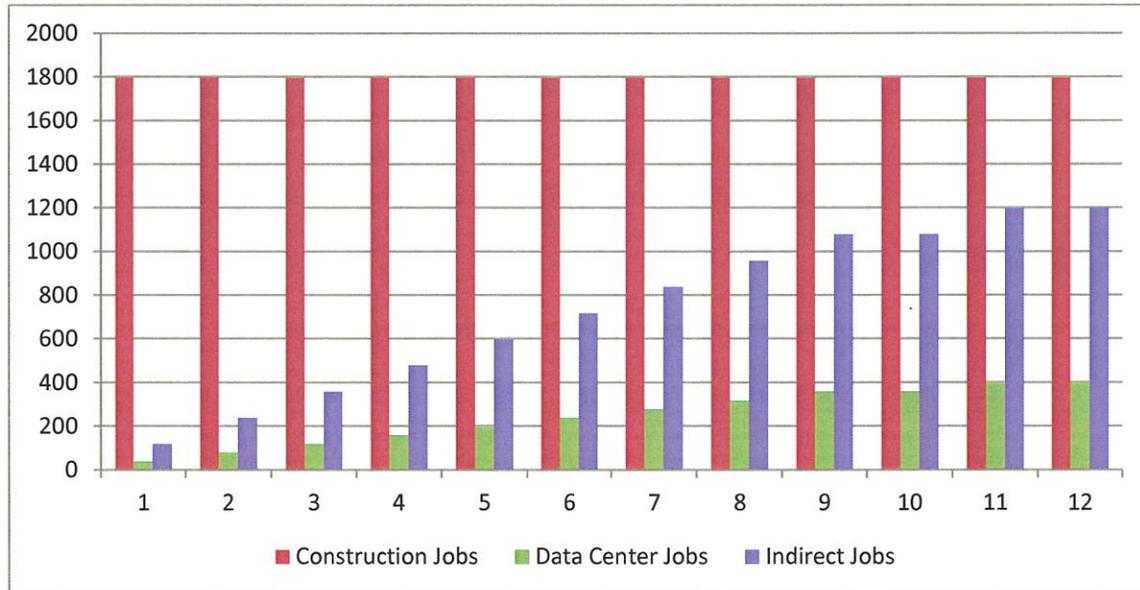
Total Impacts on Westfield from Construction and Operations of All Activity Related to the Full Buildout Over a Fifteen Year Period of the Westfield Data Center Campus

Data Center Campus	Output (Mil 2021\$)	Value Added (Mil 2021\$)	Labor Income (Mil 2021\$)	Employment (Jobs per Year)
Construction	\$2,335	\$1,345	\$1,020	1,800
Operations	\$2,000	\$1,205	\$720	400
Total	\$4,335	\$2,550	\$1,740	2,200

Employment Growth during Campus Build-out and Full Operation

A projected scaling of employment during Project phase-in schedule and full employment is illustrated below.

Employment During Project Phase-in and Year 12 Full Build-out



¹⁹ Projections are based on industry information, IMPLAN model for Connecticut and CERC calculations.

The value added from the Project in Westfield during the first 15 years of activity is estimated to be over \$2.5 billion. This includes labor income of \$1.7 billion. Annual average employment through the full buildout of the Project is estimated to be 2,200 jobs, most of which will be related to construction.

The estimated economic impact of construction activities of the Westfield Campus through full build out is estimated to be \$ 2.3 billion. The benefits from construction activities include:

- Direct effects of over \$ 1.4 billion, which represent planned spending on the hyperscale data center complex;
- Indirect effects of \$ 340 million, as other companies in the City and the Commonwealth increase their production to make the commodities and services required for construction; and
- Induced effects of \$ 600 million, as the spending from labor income earned by employees working on this project and employees of the establishments that indirectly support construction activities enhance the economy of the City and the Commonwealth.

Total Impacts on Massachusetts from Construction Through Full Buildout of Campus

Data Center Campus	Output (Mil 2021\$)	Value Added (Mil 2021\$)	Labor Income (Mil 2021\$)	Employment (Jobs per Year)
Direct	\$1,400	\$750	\$660	825
Indirect	\$340	\$210	\$135	140
Induced	\$600	\$380	\$225	330
Total	\$2,340	\$1,340	\$1,020	1,295

Once each of the data center buildings is operational, there will be continuous positive impacts on the Massachusetts economy facility employees, site security and maintenance and the periodic upgrades and replacement of the computers, servers, and other related equipment. While an operational data center requires fewer jobs than the construction of the facility, the cumulative impact of the data center’s operations will be larger than the construction impact by the 20th year of ongoing operations.

The estimated economic impact of operational activities of the Westfield Data Center Campus through full build out is estimated to be \$ 1.5 billion. Value added will be an estimated \$927 million, including \$555 million of labor income. There will be an estimated 993 jobs associated with the data centers after 11 years of activity, while the annual average number of jobs is almost 450.

Total Impacts on Massachusetts from Operations Though Full Buildout of Campus

Data Center Campus	Output (Mil 2021\$)	Value Added (Mil 2021\$)	Labor Income (Mil 2021\$)	Employment (Jobs per Year)
Direct	\$345	\$250	\$220	175
Indirect	\$1,235	\$680	\$345	180
Induced	\$420	\$370	\$160	235
Total	\$2,000	\$1,300	\$725	590

Additionally, Boston will have the unique opportunity to capitalize on the growth of the data center market in the City and surrounding areas by attracting companies moving to the City for data center services to relocate their corporate offices to Boston from higher costs and less business friendly areas such as New York City, New Jersey and the greater Metropolitan area.

GREATER BOSTON METROPOLITAN AREA

Economic Development

- *Significant opportunity for Boston to benefit from data center market expansion in Western Massachusetts*
- *Significant opportunity for Boston to attract corporate offices of companies locating to Westfield for data center services*
- *Opportunity for strategic partnerships with higher educational institutions*
- *Economic expansion for complimentary industries including technology, computer and electronic manufacturing, finance, healthcare services and high-tech research*

Massachusetts has the real opportunity to become the data center hub of the Northeast by utilizing the Westfield Data Center Campus to spur the expansion and growth of the data center market in Westfield and surrounding areas in the state attracting other data center providers to locate to the Commonwealth from higher cost states such as New York, New Jersey and Connecticut. In addition, data center developers seeking to diversify risk will identify Massachusetts as an attractive, stable place to do business as the Westfield Campus demonstrates the numerous benefits that the Commonwealth offers for hyperscale data center industry growth.

COMMONWEALTH OF MASSACHUSETTS

Northeast Data Center Market Growth

- *Potential for Massachusetts to become leading northeast state for data center expansion and growth*
- *Job opportunities for skilled workforce in state*
- *Higher education, research and intellectual capital enhancements*
- *Substantial economic expansion, job growth and capital investment in the state from the expansion of the data centers and high-tech industries*

The Westfield Data Center Campus offers the City of Westfield and the Commonwealth of Massachusetts a unique opportunity to participate in the rapid growth and economic benefits of the data center market which is one of the fastest growing sectors of the national economy. The Westfield Campus will help transform Westfield into the high tech hub for data centers in New England and provide significant property taxes, jobs, capital investment and economic benefits to the City, Western Massachusetts, Boston and the Commonwealth well into the future.

AGREEMENT BETWEEN THE CITY OF WESTFIELD AND SERVISTAR REALTIES LLC
PURSUANT TO M.G.L. C. 121A, SECTION 6A OF THE MASSACHUSETTS

GENERAL LAWS

This Agreement (the “**Agreement**”) is made as of this _____ day of _____, 2021, by and between SERVISTAR REALTIES LLC, a Massachusetts limited liability company organized pursuant to General Laws Chapter 156C (the “**Company**”) and subject to Massachusetts General Laws Chapter 121A (“**M.G.L. c. 121A**”) and the CITY OF WESTFIELD, a municipal corporation of the Commonwealth of Massachusetts (the “**City**”) acting pursuant to M.G.L. c. 121A, Section 6A and 10 and every other power and authority. The Company and the City are referred to herein collectively as the “**Parties**”.

WITNESSETH THAT:

WHEREAS, an application dated May 20, 2021 as amended on July 29, 2021 (the “**Application**”) was filed by the Company with the Department of Housing and Community Development (the “**Department**”) under the provisions of M.G.L. c. 121A for approval of the Westfield Data Center Campus (the “**Project**”), located at 199 Servistar Industrial Way, Westfield MA 01085 and the surrounding properties (the “**Project Site**”) detailed in Exhibit “A”, and development of the Project which would include redevelopment and revitalization of the Project Site and adjacent areas;

WHEREAS, the Company will acquire a fee interest in the Project Site and will enter into a ground lease of the Project Site (the “**Lease**”) with Servistar DC LLC or its authorized transferee or assignee (the “**Lessee**”);

WHEREAS, pursuant to the Lease, Lessee will develop and construct the Project, which is to consist of ten (10) data center buildings, two (2) accessory buildings and related equipment and improvements on the Project Site and thereafter operate the Project. Lessee will make rental payments to, and reimburse the Company for, all payments made by the Company to the City under this Agreement;

WHEREAS, pursuant to the Lease, It is contemplated that Lessee may, in turn, enter into various third party tenant leases (“**Lessee Tenants**”) for data center space at the Project. Any party under an operating, space, master or ground lease, management agreement or other similar agreement will not be subject to the provisions of M.G.L. c. 121A or require the approval of the Department. Lessees, sublessees, occupants and users of the Project or portions thereof, may pay rents, expenses and other payments related to the use and occupancy of the Project, or portions thereof, directly to Lessee, which payments would not be included in the gross revenue or income of the Company;

WHEREAS, the Project Site is located on approximately 155 acres of land within an Industrial zoning district in the City surrounded by industrial warehouse distribution centers and commercial buildings, and consists of vacant land, several existing commercial buildings, wetlands and habitat for the Eastern Box Turtle;

WHEREAS, the ten data center buildings are expected to consist of between 18 to 42 megawatts of critical IT electric load and will be three-stories in height. Data center buildings are expected to range

between approximately 180,000 to 420,000 square-feet totaling more than 2.7 million square feet of data center space;

WHEREAS, the Project will be implemented in phases as described in the Application;

WHEREAS, the following positive impacts of the Project are more than sufficient to warrant its approval under M.G.L. c. 121A:

- i. The Project is expected to contribute significantly to meeting the critical needs of the community for employment, neighborhood services and economic development.
- ii. It is estimated that a total of approximately 1,800 construction jobs will be generated by the Project.
- iii. It is estimated that over 400 newly created permanent jobs will be generated by the Project at full buildout.
- iv. It is estimated that the Project will support over 1,200 indirect jobs in the local community that will be available to residents of the City and the surrounding communities.
- v. The Project is expected to contribute to the economic development efforts of the City and help support economic development and growth including the development of the Westfield Turnpike Industrial Park.
- vi. Westfield Gas and Electric (“WG&E”) is expected to benefit from a new substantial source of revenue by providing wholesale electricity services, natural gas supply and fiber/telecommunication services to the Project.
- vii. The Project will provide substantial new revenues to the City from what presently is predominantly deteriorated, fragmented, land-locked and vacant land parcels.

WHEREAS, the Project includes the demolition of existing select buildings, site utility improvements, and construction of new high-efficiency data center buildings. The Data Center construction schedule is expected to be built out over a twelve to eighteen year period and consist of buildings and site improvements. It is agreed by the parties that the order of construction on the buildings and site improvements can deviate from the order in which they are presented in this agreement. The parties also agree that the approximate square footage of the buildings may vary from the actual installed square footage of the buildings.

- i. Data Center Building 1 (closest to Ampad Road on the westerly side of the site) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-

efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- ii. Data Center Building 2 (adjacent to Building 1 to the south on the westerly side of the site next to Ampad Road) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- iii. Data Center Building 3 (closest to the intersection of Ampad Road and Servistar Industrial Way) is expected to be a three-story building with approximately 73,400 square feet per floor for a total of approximately 220,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- iv. Data Center Building 4 (adjacent to Building 3 to the northeast on Servistar Industrial Way) is expected to be a three-story building with approximately 80,000 square feet per floor for a total of approximately 240,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- v. Data Center Building 5 (northwest of Building 4 in the center of the property) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible

power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- vi. Data Center Building 6 (adjacent to Building 5 to the north in the center of the property) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- vii. Data Center Building 7 (adjacent to Building 6 to the north in the center of the property) is expected to be a three-story building with approximately 120,000 square feet per floor for a total of approximately 360,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- viii. Data Center Building 8 (adjacent to Building 7 to the north on Campanelli Drive) is expected to be a three-story building with approximately 60,000 square feet per floor for a total of approximately 180,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- ix. Data Center Building 9 (adjacent to Building 8 to the east on Campanelli Drive) is expected to be a three-story building with approximately 100,000 square feet per floor for a total of approximately 300,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.

- x. Data Center Building 10 (northeast of Building 9 across the street on Campanelli Drive) is expected to be a three-story building with approximately 140,000 square feet per floor for a total of approximately 420,000 square feet consisting of: slab-on-grade foundation with steel frame construction with modern glass and wall-panel systems comprising data server space, office and conference room space, loading dock, high-efficiency and redundant heating, ventilating, cooling and plumbing systems, high-efficiency and redundant electrical systems including IT load centers, uninterruptible power systems (UPS), and dedicated emergency generator resources and redundant telecommunication and fiber hub connections.
- xi. Accessory Building 1 (in the center of the site between Building 1 and Building 5) is expected to be a two-story building with approximately 144,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels, natural gas emergency generation resources, battery storage and load balancing system components.
- xii. Accessory Building 2 (adjacent to Building 9) is expected to be a two-story building with approximately 30,000 square feet consisting of: slab-on-grade structural steel metal frame with metal wall panels for substation electrical equipment and utilities.
- xiii. Additional Project Site improvements include the construction of an electrical substation and interconnection with the high-voltage electric transmission grid, the installation of natural gas utilities, telecommunications and fiber, water and sewer service infrastructure, stormwater drainage systems, emergency generators, battery storage units, on-site solar photovoltaic systems and integrated carports, asphalt paved driveways, landscape walkways, landscaping and perimeter fencing.

WHEREAS, the Company has represented that as part of the Project the Company will pursue the construction of approximately 2.74 million square feet of critical data center space, upon receipt of all federal, state and local approvals and an electrical transmission interconnection agreement with Eversource Energy (“**Eversource**”) and ISO- New England (“**ISO-NE**”), and this representation has been a material factor in the City’s decision to enter into this Agreement;

WHEREAS, the City’s Planning Board (the “**Planning Board**”) approved the Application by a vote on September ____, 2021, adopting a report and decision (the “**Planning Board Decision**”);

WHEREAS, the City’s City Council (the “**City Council**”) approved the Application by a vote on October __, 2021, adopting the Planning Board Decision;

WHEREAS, the Mayor approved the City Council Decision on October ____, 2021 and issued a certificate evidencing approval of the Project;

WHEREAS, the Department approved the Project on November ____, 2021 (the “**Approval Date**”);

WHEREAS, pursuant to Section 18C of M.G.L. c. 121A, the Company has executed a regulatory agreement of even date with the Department; and

WHEREAS, the Company and the City desire to enter into this Agreement pursuant to Sections 6A and 10 of M.G.L. c. 121A for payments in lieu of taxes with respect to the Project (including all of the personal property contained therein) and the Project Site.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Operation of the Project:** The Company (as defined in the Application) shall carry out the Project in accordance with, and subject to, the provisions of M.G.L. c. 121A, the regulations promulgated thereunder, 760 CMR 25.00, and the provisions of the Planning Board Decision and this Agreement.
2. **Term:** Notwithstanding the Approval Date, the Company’s obligations to make payments pursuant to Paragraphs 3 and 4 below shall become effective when the Company begins commercial operations, as evidenced by receipt of a Certificate of Occupancy, of the first data center building or at such earlier time if the Company provides written notice to the City of the effective date (the “**Effective Date**”), and shall remain in effect for a term ending forty (40) years after the Effective Date, unless sooner terminated (the “**Term**”) in accordance with this Agreement. All other provisions of this Agreement shall be effective as of the Approval Date.
3. **Excise Tax Payments:** The Company shall pay to the Department of Revenue of the Commonwealth of Massachusetts or any successor department or agency (“**DOR**”), with respect to each calendar year, or any portion thereof, during the Term, the excise tax required under M.G.L. c. 121A, Section 10, as amended from time to time. An illustrative schedule of the agreed upon estimated excise tax payments is attached hereto and incorporated herewith as Exhibit B-3 (the “**Payment Schedule**”) and referred to therein as “**Annual 121A Section 10 Payments**” (the “**Excise Tax Payments**”). The Excise Tax Payments shall be paid on March 15th of each year during the Term for the prior calendar year, commencing on March 15th of the calendar year following the Effective Date. The computation of gross income in Section 10 of M.G.L. c. 121A shall be based upon the gross income of the Company rather than the gross income of the Project.
4. **6A Contract Payments:** The Company hereby agrees to make annual payments (collectively, the “**6A Contract Payments**”) to the City in lieu of any and all ad valorem real estate and personal property taxes and assessments that would otherwise be assessed on the Project and Project Site during the Term including, but not limited to, the data center buildings, rooftop mechanical and HVAC equipment, emergency generators, electrical equipment, and other such equipment that may be considered real property, accessory buildings, land, land improvements, site utility infrastructure improvements, and all other real property improvements and structures located on the Project Site, and all personal property of the Company, Lessee, Lessee Tenants and

Eversource located on the Project Site including, but not limited to, the electrical substation, electrical lines, electrical equipment including transformers, conductors, capacitors and conduits, emergency natural gas and diesel generators, battery storage and electrical load management equipment, solar photovoltaic systems, geothermal systems and equipment, natural gas pipes, equipment and infrastructure, water mains and water distribution and filtration equipment, water and fuel storage tanks, chillers, HVAC and plumbing equipment, uninterruptible power supplies, batteries and inverters, data center equipment, data center servers and computers, client servers and computers, office fixtures and equipment, elevator and loading dock equipment, maintenance equipment, fiber, utilities and all other personal property in connection therewith (collectively the **"Property"**) pursuant to M.G.L. c. 59 ("Chapter 59") or pursuant to any other law of the Commonwealth.

The 6A Contract Payments shall be paid on April 1st of each year during the Term for the prior calendar year, commencing on April 1st of the calendar year following the Effective Date. Irrespective of the forgoing, during the Term the Company shall timely pay when said payments are due and payable, for all purchases of water, sewer and other municipal services from the City and its municipal utility WG&E and its fiber communications network provider Whip City Fiber for which it is legally or contractually liable.

An illustrative schedule of the agreed upon estimated 6A Contract Payments is included in the Payment Schedule in Exhibit B-3 and referred to therein as **"Annual 6A Contract Payments"**. The Annual 6A Contract Payments are determined by subtracting the Annual Excise Tax Payments from the Projected Total Annual Payments in the Payment Schedule. The actual payment schedule will be based on the actual development and construction of the data center campus, the actual timing of the Certificates of Occupancy and the actual installed number and square footage of the data center buildings and accessory buildings as calculated in accordance with the formulas below in this Paragraph 4 (the **"Actual Payment Schedule"**).

The agreed upon computation of the **"Actual Total Annual Payments"** shall be the sum of the **"Annual Land Assessment Value"**, **"Annual Data Center Building Assessment Value"** and **"Annual Accessory Building Assessment Value"** multiplied by the applicable **"Mill Rate"** in each year of the Term as defined below:

- a. **Land:** The total annual payments for all of the land, including any and all improvements thereto, comprising the Project Site (the **"Annual Land Assessment Value"**) shall be equal to the **"Land Assessment Value"** multiplied by the **"Mill Rate"** in each year of the Term as defined below.

"Land Assessment Value" shall be equal to \$3,334,750 in the first year following the Effective Date and shall be increased annually by One Percent (1%) per year thereafter during the Term.

“Mill Rate” shall be equal to \$36.55 (\$ per \$1,000 Land Assessment Value) in the first year following the Effective Date and shall be increased annually by One and 15/100 Percent (1.15%) per year thereafter during the Term.

- b. **Data Center Buildings:** The total annual payments for the data center buildings that have begun commercial operations, as evidenced by the receipt of a Certificate of Occupancy for said data center building, (the **“Annual Data Center Building Assessment Value”**) shall be equal to the “Data Center Building Assessment Value” multiplied by any applicable “Phase-in Percentage” multiplied by the “Data Center Square Feet” multiplied by the “Mill Rate” as defined below:

“Data Center Building Assessment Value” shall be equal to \$60 per square foot in the first year following the Effective Date and shall be increased annually by one percent (1%) per year thereafter during the Term.

“Phase-in Percentage” shall mean the five year phase-in period for each data center building after it begins commercial operations to reflect the lease-up period for such building and shall be equal to 20% in Year 1, 40% in Year 2, 60% in Year 3, 80% in Year 4 and 100% in Year 5 and thereafter during the Term.

“Data Center Square Feet” shall mean the sum of the total installed square feet of each data center building that is operational in the applicable year.

“Mill Rate” shall be equal to \$36.55 (\$ per \$1,000 Data Center Building Assessment Value) in the first year following the Effective Date and shall be increased annually by One and 15/100 Percent (1.15%) per year thereafter during the Term.

- c. **Accessory Buildings:** The total annual property taxes for the accessory buildings that have been installed on the Project Site, that have obtained a Certificate of Occupancy, (the **“Annual Accessory Building Assessment Values”**) shall be equal to the “Accessory Building Assessment Value” multiplied by the “Accessory Building Square Feet” multiplied by the “Mill Rate” as defined below:

“Accessory Building Assessment Value” shall be equal to \$36 per square foot in the first year following the Effective Date and shall be increased annually by one percent (1%) per year thereafter during the Term.

“Accessory Building Square Feet” shall mean the sum of the total installed square feet of each accessory building on the Project Site in the applicable year.

“Mill Rate” shall be equal to \$36.55 (\$ per \$1,000 Accessory Building Assessment Value) in the first year following the Effective Date and shall be increased annually by One and 15/100 Percent (1.15%) per year thereafter during the Term.

The illustrative calculation of the Payment Schedule is contained in Exhibits B-1 to B-3. An illustrative example of the Actual Payment Schedule compared to the Projected Payment Schedule for a data center building is contained in Exhibit B-4.

5. **Payment Schedule:** The “Payment Schedule” is illustrative in that the amounts of the Excise Tax Payments and 6A Contract Payments therein and the date in which said payments are due in any given year are subject to change dependent upon the actual development and construction of the Project and the actual buildout of the data center campus including the timing, order, number, size and actual installed square footage of the data center buildings and accessory buildings, which will be driven, in part, by market conditions and other factors that may affect the buildout schedule. The **Actual Payment Schedule** will be based on the actual Certificates of Occupancy dates and the actual installed square footage of the data center buildings and accessory buildings calculated in accordance with Paragraph 4 of this Agreement. The Company and the City agree that the Payment Schedule will be updated periodically to reflect actual Certificates of Occupancy dates and actual installed square footage of the data center buildings and accessory buildings until the data center campus is fully built out. The Parties further agree that the Actual Payment Schedule will be provided to the City annually on February 1st of the prior year for the following year’s payment.

6. **Provisions Relating to All Payments under this Agreement:**
 - a. Payments are due within thirty (30) days of the payment dates in Paragraphs 3 and 4.

 - b. Late payments shall bear interest at the default rate in effect with respect to real estate tax payments in the City at the time the payment is then due.

 - c. In addition to those rights set forth in Paragraph 5, the City shall have all rights and remedies available to it under law for the collection of payments due hereunder in the event the Company breaches its duty to pay.

 - d. Payments of amounts due and payable hereunder shall be equitably prorated for any partial calendar year during the periods set forth in this Agreement.

7. **Transition Payments:** From the Approval Date to the Effective Date (the “**Transition Period**”); taxes shall continue to be assessed on the Property pursuant to the provisions of Chapter 59 and the Company shall pay same. The Parties agree that any real and personal property installed on the Project Site during the Transition Period shall be assessed using the cost approach based on the actual installed costs of such Property. The Company waives any claim for tax abatements for taxes assessed on the Property during the Transition Period. The Transition Period payments shall no longer be applicable on and after the Effective Date of the Agreement and subsequent payment obligations of the Company shall be in accordance with Paragraphs 3 and 4 for the Term of this Agreement.

8. **Gap Payments:** Upon expiration of the Term the Company shall pay or cause to be paid a gap payment to cover the time period between the expiration date of the Term and the date the Project becomes taxable pursuant to Chapter 59 (the “**Gap Payments**”). The Gap Payments shall be equal to the 6A Contract Payments that would have been made for such period, prorated, if the Project had remained subject to this Agreement. The Gap Payments shall be payable on or before March 1st of the year following the year in which the Term expires. Upon the expiration of the Term or the termination of this Agreement, the Project thereafter shall not be subject to the provisions of M.G.L. c. 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions and obligations of this Agreement; provided however; the deviations and permissions granted by the Planning Board pursuant to the Planning Board Decision shall survive such expiration.
9. **Financial Statements:** The Company shall keep its books, financial records and other compilations of financial and other data in accordance with general accepted accounting principles (GAAP), and shall retain a complete copy of such records including those provided to the City for the period of time required by law, but in no event less than seven (7) years from the date each document was created. The Company shall file with the Assessor by April 1st following the end of each calendar year during the Term the following: a report prepared by a Certified Public Accountant licensed by the Massachusetts Board of Public Accountancy, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, a statement of disposition of funds for the preceding year; and a certified copy of the Company’s Excise Tax Returns submitted to DOR.
10. **Determination of Fair Cash Value:** The undersigned Board of Assessors, pursuant to the authority conferred upon it by Section 10 of M.G.L. c. 121A, hereby determines that the Total Assessed Values in Exhibit B-3 of the Payment Schedule, beginning at \$13,918,750 in Year 1 and increasing to \$256,495,4741 in Year 40, shall be the maximum fair cash value of the Property in each calendar year of the Term and agrees that the values certified to the DOR and the Company pursuant to the second paragraph of Section 10 of M.G.L. c. 121A in each calendar year of the Term shall not exceed the maximum fair cash value of the Total Assessed Values in each calendar year of the Actual Payment Schedule as calculated in accordance with Paragraph 4 above for the Term of the Agreement. Payments based upon a percentage of the maximum fair cash value shall be equitably prorated pursuant to Paragraphs 3 and 4 of this Agreement.
11. **Conditions:** The obligations of the Company under Paragraphs 3 and 4 of this Agreement are conditional in all respects upon the issuance to the Company and/or the Lessee of all permissions, approvals, favorable reviews, permits and licenses which may be required by the City, Commonwealth and Federal authorities required to construct the Project whether or not the same were specified in the Application.
12. **Amendments to M.G.L. c. 121A:** The Parties further agree that, without mutual written consent, any amendment subsequent to the execution of this Agreement of any of the provisions of M.G.L. c. 121A now applicable to the Project shall not affect this Agreement. Any and all material and

nonmaterial changes, deviations, alterations, or additions proposed to be made to the Project or to this Agreement from and after the date of this Agreement shall be subject to the prior review and approval of the Department.

13. Default and Termination:

- a. The Company shall be in default of this Agreement if any of the following occur:
 - i. The Company fails to make any payment required under this Agreement, unless excused pursuant to the terms of this Agreement or pursuant to an agreement between the Parties regarding such payment, and such payment failure is not cured within sixty (60) days of notice from the City;
 - ii. There is a material and substantial change in Special Permit(s) issued for the Project without the prior written approval from the Parties to this Agreement;
 - iii. The Company shall be declared insolvent or adjudicated as bankrupt, or if the Company shall seek relief by the filing of a petition for an arrangement under Chapter XI, XII or any other Chapter of the Federal Bankruptcy Act, or if a receiver shall be appointed for its business or its assets, and the appointment of such receiver is not vacated within thirty (30) days after such appointment; or
 - iv. The Company shall make an assignment for the benefit of creditors.
- b. Upon the occurrence of any of the forgoing defaults, following the appropriate cure period if any, the City shall have the right, at its sole option and without prejudice to its rights under this Agreement, at law or equity, to terminate this Agreement. (“**Termination**”).
- c. As of the date of Termination of this Agreement by the City, the Parties’ rights and obligations under this Agreement shall be the same as if the Term had naturally concluded and the provisions of Paragraph 8 of this agreement shall become operative.

In addition to any other remedy under this Agreement, upon the happening of any default and subject to any applicable grace and cure period, the City may, at its option, declare immediately due and payable, all monetary payments then due and owing or which may come due and owing under this Agreement and such amount shall constitute a debt provable in bankruptcy and receivership and shall become immediately due and payable upon notice to the Company subject to the Company's rights under federal bankruptcy and state receivership laws.

In the event of default by the Company the Company shall pay the City’s reasonable fees and costs, including reasonable attorneys' fees paid or incurred by the City for enforcing the terms, provisions, covenants, conditions in this Agreement.

14. **Notices:** All notices required pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed as follows:

If to the City: Mayor
City of Westfield
59 Court Street
Westfield, MA 01085

with copies to: City Solicitor
City of Westfield
59 Court Street
Westfield, MA 01085
and
City Planner
City of Westfield
59 Court Street
Westfield, MA 01085

If to the Company: Servistar Realities LLC
One Boston Place
Suite 2600
Boston, MA 02108

If to the Lessee: Servistar DC LLC
One Boston Place
Suite 2600
Boston, MA 02108

with copies to: Fitzgerald Attorneys At Law, P.C.
46 Center Square
East Longmeadow, MA 01028

Each Party may designate a different address provided that notice of said change is first given to the other Party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the US Postal Service.

15. **Force Majeure:** The Company shall not be held in any way liable for payment delays or delays in construction which may occur due to an act of Force Majeure, which includes:

- i. Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials attributable to market-wide shortages, failure of utilities, labor shortages or explosions;
- ii. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, pandemics, quarantine, pestilence;
- iii. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;
- iv. Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure if said unknown condition would not have been discoverable by the standard due diligence for any commercial construction including but not limited to environmental Phase I and Phase II site assessment;
- v. Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation which impedes the ability of to complete the Project, unless based in whole or in part on the actions or failure to act of the Company; or
- vi. Any impacts to major modes or routes of transportation to the Project, whether private or public, which adversely and materially impact access to the Project, including but not limited to, sustained and material closure of airports or sustained and material closure of highways servicing the Project.

16. **Binding Effect:** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. In the case of the Company, no successor shall benefit from the provisions of this Agreement unless it has been approved by the Department under the provisions of M.G.L. c. 121A or otherwise under this Agreement.

17. **Limited Recourse:** The liability of the Company hereunder shall be limited solely to its interest in the Property or any portion thereof, and no member, partner, venture, trustee, beneficiary, shareholder, officer, director, employee, agent, affiliate, or the like of the Company, the Lessee, their respective successors or assigns, or any person or entity directly or indirectly holding any interest in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder or under any agreement or undertaking related hereto or required hereby. After the expiration of the Term or authorized transfer of the Property to another party, the Company shall no longer be subject to the future obligations hereunder (but shall remain liable for any outstanding and unpaid 6A Contract Payments) and shall have no further liability hereunder with respect to the Property, the City agreeing to look solely to such transferee for satisfaction of such future obligations.

18. **Governing Law:** Notwithstanding anything to the contrary, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

19. **Compliance:** The Company shall comply with this Agreement and all municipal ordinances and state laws including but not limited to zoning, building, health, and fire laws, codes, ordinances, and regulations in effect in the City or the Commonwealth and applicable thereto and shall be subject to the provisions of M.G.L. c. 121A, Section 8 and the regulations promulgated thereunder in connection therewith.
20. **Invalidity:** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
21. **Non-Discrimination:** The Company and the Developer(s) shall not discriminate in its employment practices or in its operation of the Project on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include person whose sexual orientation involves minor children as the sex objects, genetic information, pregnancy, disability, ancestry or status as a veteran.
22. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the Parties. In determining the understandings and agreements of the Parties, this Agreement shall be construed together with the “**APPLICATION FOR APPROVAL OF SERVISTAR REALTIES LLC TO UNDERTAKE A PROJECT IN WESTFIELD, MASSACHUSETTS UNDER MASS. G.L. C. 121A, DATED May 20, 2021 AS AMENDED ON JULY 29**” provided however the Application may not be altered, amended or changed without the written consent of the City.
23. **Recitals:** The recitals at the beginning of this Agreement are incorporated herein, and the Parties hereto represent they are true, accurate and correct.
24. **Assignment of Rights:** Irrespective of any provision of this Agreement, to the contrary this Agreement is binding upon the Parties, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Parties to this Agreement which may not be unreasonably withheld. The Company shall not assign, obligate or pledge any of the monies payable under this Agreement, except by and with the written consent, said consent shall not be unreasonably withheld, of all Parties to this Agreement.
25. **Payments:** Time is of the essence for the payments and/or actions required under this Agreement. The Parties acknowledge that the failure to make the payments and/or take the actions as outlined in this Agreement, unless excused or delayed due to the terms of this Agreement, is a material breach of this Agreement.
26. **Waiver or Modification:** In the event that the Company or the City determines that a modification, amendment, or waiver of the provisions of this Agreement, is necessary, the Company and the Mayor of the City agree to negotiate in good faith regarding the terms of this Agreement. No modification, amendment or waiver of any of the provisions contained in this

Agreement, or any representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any Party unless made in writing and signed by such Party to be bound or by a duly authorized officer or agent of such Party.

27. **No Joint Venture, Partnership or Agency:** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other Party. No Party shall have any power or authority to bind or commit any other. No Party shall hold itself out as having any authority or relationship in contravention of this section.
28. **Plain Meaning:** Unless specifically defined in this Agreement, all words used in this Agreement shall be given their plain and ordinary meaning.
29. **Legal Construction:** Each Party has read all portions of this Agreement and has had it explained by his/her or its attorney if the Party is represented by an attorney. The Parties agree that the terms of this Agreement shall not be interpreted in favor of or against any Party as the draftsman, but shall be interpreted solely for the purposes of fairly effectuating the express intent of the Parties as detailed in this Agreement.
30. **Headings:** In interpreting this Agreement headings shall have no meaning and shall be treated as being provided for informational purposes only.
31. **Forum Selection and Jurisdiction:** This Agreement shall be governed solely by the laws of the Commonwealth of Massachusetts without giving effect to conflicts of laws principles. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Commonwealth of Massachusetts Superior Court and the venue of Hampden County, Massachusetts to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any agreement, document or instrument executed and delivered in connection to or with this Agreement or the negotiation, breach, validity, termination or performance of this Agreement and the transactions contemplated hereby. The Parties further irrevocably waive any objection to proceeding based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waive and agree not to make a claim in any court that the action has been brought in an inconvenient forum.
32. **Authority to Execute Agreement:** Each Party executing this Agreement warrants and represents to the other Parties that he/she or it is an the duly authorized representative of the Party holding valid and legal authority to execute this Agreement and to bind themselves and the entities they represent to the terms of this Agreement.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Executed as a sealed instrument the day and year first written above.

SERVISTAR REALTIES LLC

By: Name, Member

THE CITY OF WESTFIELD,

ASSESSOR,

By: Name, Principal Assessor

By: Name, Administrative Assessor

APPROVED BY THE MAYOR OF THE CITY OF

WESTFIELD,

Donald F. Humason, Jr., Mayor

APPROVED AS TO FORM BY THE CITY

SOLICITOR,

Name, City Solicitor