

## **QUALIFIED DATA CENTER HOST MUNICIPALITY FEE AGREEMENT**

This QUALIFIED DATA CENTER HOST MUNICIPALITY FEE AGREEMENT (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Execution Date”), by and between the Town of Groton, Connecticut, a municipal corporation with its Town Hall located at 45 Fort Hill Road, Groton, CT 06340 (“Groton”) and Gotspace Data Partners LLC, a Massachusetts limited liability company with an office of 268 Newbury Street, 4<sup>th</sup> Floor, Boston, MA 02116 (“Gotspace”). Groton and Gotspace, LLC are each referred to individually herein as a “Party and together as “Parties”

WHEREAS, the State of Connecticut has enacted legislation known as House Bill No. 6514, Public Act No. 21-1, to incentivize the development of large-scale data centers within Connecticut (the “Legislation”), which Legislation is effective July 1, 2021;

WHEREAS, the Legislation sets forth that any person that anticipates that it will be an “Owner”, “Operator” or “Colocation Tenant” of or in a “Qualified Data Center” (as such terms are defined in the Legislation and/or Section 1 of this Agreement) may seek and apply for an exemption from certain taxes imposed under Chapters 203 and 219 of the Connecticut General Statutes subject to satisfying certain requirements required by such Legislation, including but not limited to the obligation to enter into and satisfy the requirements of a written host municipality fee agreement with the municipality in which such Qualified Data Center is located (the “Host Municipality”);

WHEREAS Gotspace intends to develop and serve as the “Owner” (as such term is defined in the Legislation) of one or more Qualified Data Centers within Groton on the following parcel(s) of real property currently identified as: 0 Gold Star Highway (Account # 260905091672); 20 Paulson Road (Account #169912965886); 0 North Road (Account #169908986488); 0 North Road (Account#169908974578); 0 North Road (Account #169908992057); and an approximately 64.01 acre portion of 0 Paulson Road (Account #260909059730), subject to the ability to acquire title, easement or other rights, including by land swap or otherwise, in contiguous or other real property in furtherance of its Qualified Data Center objectives contemplated herein in addition to or in substitution of said parcel(s). Such real property may also include off site locations for substations, relay stations or other infrastructure as may be required to operate the Facilities as Qualified Data Centers;

WHEREAS, the development and operation of Qualified Data Centers are expected to contribute substantially to economic development and employment growth in the Host Municipality, accordingly, Groton expects to receive substantial benefits from hosting one or more Qualified Data Centers developed and operated by Gotspace within Groton;

WHEREAS, Groton supports development of Qualified Data Centers within Groton and Gotspace appreciates and will continue to benefit from the successful operation of any Qualified Data Center located within Groton's borders; and

WHEREAS, the Parties mutually desire to enter into this Agreement pursuant to the requirements of the Legislation, subject the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions; Eligibility for Exemption.

A. Definitions: The Parties agree that all defined terms set forth in the Legislation shall be deemed incorporated into this Agreement as if fully recited herein, including but not limited to the following defined terms:

- (a) "Eligible qualified data center costs" means expenditures made on or after July 1, 2021, for the development, acquisition, construction, rehabilitation, renovation, repair or operation of a Facility to be used as a Qualified Data Center, including the cost of land, buildings, site improvements, modular data centers, lease payments, site characterization and assessment, engineering services, design services and data center equipment acquisition and permitting related to such data center equipment acquisitions. "Eligible qualified data center costs" does not include expenditures made in connection with real or personal property that is located outside the boundaries of the Facility to be used as a Qualified Data Center;
- (b) "Facility" means one or more contiguous tracts of land and any structure and personal property contained on such land.
- (c) "Qualified Data Center" means a Facility that is developed, acquired, constructed, rehabilitated, renovated, repaired or operated, to house a group of networked computer servers in one physical location or multiple contiguous locations to centralize the storage, management and dissemination of data and information pertaining to a particular business or classification or body of knowledge.
- (d) "Qualified investment" means the aggregate, nonduplicative eligible qualified data center costs expended by an owner, operator and colocation tenant of a qualified data center.

To the extent the Legislation changes such that it materially alters the rights afforded by this Agreement or amends any definition utilized in section 1(A) above, this Agreement shall continue to control. In such event, either party may request that the other party modify this

Agreement consistent with said modified Legislation; provided no modifications shall be made to this Agreement unless mutually agreed to in writing by both Parties.

B. Eligibility for Exemption. The Parties agree that all requirements of the Legislation, as from time to time amended, are deemed incorporated into this Agreement as if fully restated herein. The Parties agree that GotSPACE must satisfy all requirements of the Legislation and this Agreement in order to qualify for and to continue to maintain the benefit of that certain exemption authorized by the Legislation from taxes imposed by Chapter 203 of the Connecticut General Statutes, including but not limited to the following requirements pertaining to the Qualified Data Center(s) that are contemplated by this Agreement:

- (a) The Facility to be developed, acquired, constructed, rehabilitated, renovated, repaired or operated shall be used as a Qualified Data Center. For purposes of this Agreement, one or more Building(s) (as defined in section 2(a) of this Agreement) may be located on the Facility for Qualified Data Center purposes. The real property(ies) within Groton's borders that will ultimately be the subject of this Agreement shall be that which is the subject of GotSPACE's agreement with Commissioner of the Department of Economic and Community Development (the "DECD Commissioner") pursuant to the Legislation and the site plan approval received by GotSPACE by the Town of Groton Planning and Zoning Commission for construction of Qualified Data Centers contemplated by this Agreement ;
- (b) Notwithstanding anything in the Legislation to the contrary, for purposes of this Agreement, GotSPACE shall make, on or before the fifth anniversary of the date in which construction, rehabilitation, renovation or repair of a Qualified Data Center first commences, a Qualified Investment of at least Two Hundred Million Dollars (\$200,000,000); provided, however, if the agreement entered into between GotSPACE and the DECD Commissioner has a term of greater than twenty (20) years, such Qualified Investment shall be at least Four Hundred Million Dollars (\$400,000,000);
- (c) GotSPACE shall make application for a building permit to construct a Building (as defined in section 2(a) of this Agreement) for use as a Qualified Data Center on each parcel (taking into account any contemplated subdivision, property split and/or boundary line adjustment or similar action) on which it intends to construct such a Qualified Data Center in Groton on or before thirty-six months after the Execution Date of this Agreement. In the event GotSPACE fails to make such timely application for such building permit(s), Groton may terminate this Agreement;
- (d) GotSPACE shall enter into and satisfies all requirement of an agreement with the DECD Commissioner as required by the Legislation with respect to each such Qualified Data Center. In the event said agreement with the DECD Commissioner terminates for any reason whatsoever, this Agreement shall terminate, without limitation of any other right of Groton to sooner terminate this Agreement in accordance with the Legislation and/or this Agreement. As a condition precedent to the tax exemption afforded by this Agreement, GotSPACE shall furnish Groton with a duly executed copy of its agreement with the DECD Commissioner displaying to

- Groton's reasonable satisfaction that Gotspace has satisfied all requirements of the Legislation related to such agreement with the DECD Commissioner. In the event Gotspace receives any written notice of default or termination from the DECD Commissioner with respect to said agreement, Gotspace shall promptly provide a copy of such notice to Groton and keep Groton reasonably informed as to Gotspace's plan and actions in response to such notice; and
- (e) Gotspace or its permitted assign shall serve as the "Owner", "Operator" or "Colocation Tenant" (as such terms are defined in the Legislation) of all Qualified Data Center(s) that is/are the subject of this Agreement continuously throughout the term of this Agreement. As a condition precedent to the tax exemption afforded by this Agreement, Gotspace, shall provide documentation to the satisfaction of Groton that it qualifies as an Owner, Operator or Colocation Tenant under the Legislation as it relates to the Facilities in Groton. Gotspace shall also keep Groton informed, and provide documentation reasonably requested by Groton to confirm all Owners, Operator(s) and Colocation tenant(s) located or to be located at the Qualified Data Centers in Groton and their respective rights to serve in such capacities. In the event Gotspace receives or sends any written notice of default or termination from any Owner, Operator or Colocation Tenant with respect to the Qualified Data Centers in Groton, Gotspace shall promptly provide a copy of such notice to Groton and keep Groton reasonably informed as to Gotspace's plan and actions pertaining to such notice.
  - (f) Upon commencement of construction, Gotspace shall provide documentation to the reasonable satisfaction of Groton of its anticipated construction schedule for each Building to be utilized as a Qualified Data Center and evidence that such construction is bonded to ensure the completion thereof.

## 2. Gotspace Obligation to Pay Host Municipality Fee

### (a) Amount of Host Municipality Fee

Gotspace shall pay to Groton in accordance with this Section 2 an annual host municipality fee (the "Host Municipality Fee") for each building or other structure within a Qualified Data Center located in Groton that contains one or more group(s) of network computer servers utilized for purposes of centralizing the storage, management, and dissemination of data and information pertaining to a particular business, classification or body of knowledge (each a "Building"). The Host Municipality Fee for each Building, subject to annual increases as provided in section 2(b) below, shall be determined based on its designed data storage capacity, plus all other electricity utilized in connection with operation of the Building ("Electricity Load", which Electricity Load for a Building, when added to the designed data storage capacity for such Building, shall be collectively referred to herein as "Capacity"), both measured in Megawatts ("MW"), as follows:

- For each Building within the Qualified Data Center with a Capacity of less than 16 MW, the Host Municipality Fee shall be Five Hundred Thousand Dollars (\$500,000) per annum;
- For each Building within the Qualified Data Center with a Capacity ranging from 16 MW up to and including 32 MW, the Host Municipality Fee shall be One Million Dollars (\$1,000,000) per annum;
- For each Building within the Qualified Data Center with a Capacity greater than 32 MW, the Host Municipality Fee shall be One Million Five Hundred Thousand Dollars (\$1,500,000) per annum.

(b) Commencement and Payment Dates of Host Municipality Fees

GotSPACE's first Host Municipality Fee payment for a Building shall be due one year (365 days) from the date that a certificate of occupancy is issued for such Building. Each subsequent annual Host Municipality Fee for such Building shall be due on each anniversary of the date that a certificate of occupancy was first issued for such Building, and the amount to be paid each year shall be increased annually to be the greater of the following: (a) two (2%) percent over the immediately preceding year's Host Municipality Fee payment for the applicable Building; or, if greater: (b) by the percentage increase, if any, reflected by the Consumer Price Index for the Northeast Region, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI Index") which occurred between: (i) the first day of the month that is thirteen months immediately prior to the month that the subject Host Municipality Fee is becoming due hereunder; and (ii) the first day of the month immediately prior to the month that the subject Host Municipality Fee is becoming due hereunder, provided, however, if such CPI Index percentage increase is greater than three (3%) percent, the increase shall then be capped at three (3%) percent.

(c) GotSPACE Obligation to Pay Preliminary Payments

Notwithstanding anything in this Agreement to the contrary, prior to GotSPACE's entitlement to the municipal tax exemptions afforded by the Legislation with respect to a subject parcel of real property and the improvements and personal property thereon as a result of approval of GotSPACE's application to the DECD Commissioner and this Agreement (the "Approval"), Groton shall continue to tax all real and personal property in accordance with applicable law. Following qualification for such municipal tax exemptions, GotSPACE shall pay Groton one or more annual preliminary payment(s) (each a "Preliminary Payment") for each parcel of real estate (including but not limited to any parcel of real estate resulting from any subdivision, property split, boundary line adjustment or similar action) within Groton upon which GotSPACE seeks to develop a Qualified Data Center. For purposes of this subsection, "Building" shall be as defined in this Section 2(a) of this Agreement. Such payments are made as a result of Groton's support for development of Qualified Data Centers within its borders and GotSPACE's

endeavors related to same. Nothing in the preceding sentence shall be deemed to create any relationship of partnership or joint venture between Groton and GotSPACE or any other relationship other than as contemplated by this Agreement, nor shall such preceding sentence limit, modify, alter or usurp the independent decision making authority, discretion or duties of any agency, board, commission, council, officer or employee of Groton.

The amount of each Preliminary Payment for each such parcel of real estate shall be calculated according to the following schedule:

- (1) For any year or part of a year between: (i) the date of the subject Approval with respect to a parcel and (ii) the date on which Groton issues the first building permit for purposes of constructing a Building on such parcel, the preliminary payment shall be in an amount equal to the total annual municipal property tax assessment for such parcel, including any structures thereon, for the Grand List date immediately preceding the Approval date ("the Previous Assessment"), and shall be calculated on a per diem basis.
- (2) For any year or part of a year between when Groton issues the first building permit for purposes of constructing a Building on such parcel until Groton issues a certificate of occupancy for the first Building on such parcel, the preliminary payment shall be in an amount equal to 150% of the of the Previous Assessment, and shall be calculated on a per diem basis.

GotSPACE's obligation to pay a Preliminary Payment for a parcel shall terminate upon the issuance of a certificate of occupancy for the first Building on such parcel at which time the Host Municipality Fee contemplated by sections 2(a) and (b) shall commence with respect to such Building, provided, to avoid ambiguity, nothing herein shall release or be construed to release GotSPACE from Preliminary Payments which are due and outstanding for such parcel immediately prior to the date of such certificate of occupancy. GotSPACE shall pay the per diem amount for any partial year in which the certificate of occupancy issues.

The initial Preliminary Payment for each parcel shall be paid in arrears within one year of the Approval date relating to such parcel but no later than the date that municipal property taxes would have been due for such parcel were it not exempt from municipal taxation. Subsequent annual Preliminary Payments shall be due on the one-year anniversary of the first Preliminary Payment.

(d) Payment of Fees

GotSPACE is required to pay all regular and customary fees for any permits issued by Groton in accordance with Groton's applicable fee schedules then in effect as may be

required for purposes of the development, construction, rehabilitation, renovation and/or repair of each Qualified Data Center within the borders of Groton;

(e) Effective Date, Term and Termination Events

This Agreement shall be deemed made by and binding on the Parties as of the Execution Date first set forth above. The Agreement shall be deemed effective as of July 1, 2021 (the "Effective Date"). Subject to the provisions concerning conditions precedent set forth in Section 2(f), below, and to the provisions of the following paragraph herein this section 2(e) setting forth grounds for termination, this Agreement shall remain in effect for a period of thirty (30) years (so long as a Qualified Investment of at least \$400,000,000 is made pursuant to section 2(B)(b) above) or for a period of twenty (20) years (so long as a Qualified Investment of at least \$200,000,000 but less than \$400,000,000 is made pursuant to section 2(B)(b) above) following the issuance of a certificate of occupancy for the Building constructed on each Qualified Data Center that is the subject of this Agreement. For the avoidance of doubt, and subject to earlier termination rights as set forth in this Agreement, if a Qualified Data Center consists of more than one (1) Building, then the term of this Agreement shall remain in effect for each such Building starting upon the date certificate of occupancy is issued for such Building.

Provided, however, notwithstanding the foregoing, this Agreement shall terminate sooner upon the earliest occurrence of the following events:

- (i) Immediately upon termination of the agreement with the DECD Commissioner with respect to the Qualified Data Center(s) contemplated hereunder;
- (ii) Immediately upon failure to make the Qualified Investment pursuant to section 2(B)(b) above within the five year period contemplated therein, and/or to timely make application for all building permit(s) required by section 2(B)(c) above;
- (iii) immediately as to a particular Building upon it no longer being used as a Qualified Data Center after the date when a certificate of occupancy is issued for such Building allowing such use; provided, if all Buildings on such parcel cease being used as a Qualified Data Center after the date when a certificate of occupancy is issued for all such Building(s) on such parcel allowing such use, this Agreement shall terminate as to such parcel in its entirety upon the last date the final Building on such parcel is no longer used as a Qualified Data Center;
- (iv) termination of this Agreement by mutual written agreement of the Parties;
- (v) upon future modification of the Legislation in such a manner that it materially eliminates, diminishes or otherwise impairs the tax exemptions, rights and benefits provided for in this Agreement based on the Legislation as initially enacted. The party(ies) negatively impacted by such modification shall have the termination right;
- (vi) termination of this Agreement pursuant to section 2(f) below; or

- (vii) termination of this Agreement by the non-breaching party upon an event of default by a breaching party, following written notice and expiration of all cure periods without cure pursuant to section 5 below.

Either Party who concludes that a termination event has occurred shall give written notice to the other Party, at which time, absent a longer notice and/or cure period afforded by this Agreement, this Agreement shall be deemed terminated..

Upon termination of its obligation to pay a Preliminary Payments or Host Municipality Fee for any Building, GotSPACE shall pay Groton a final payment for such Building calculated as a percentage of the full annual Host Municipality Fee for the Building. Such percentage shall be equivalent to the percentage of the year that has expired since the date upon which the last full annual payment was due. Such final payable shall be payable one hundred and twenty (120) days from the date notice was given of the termination event as to the Building.

(f) Condition Precedent to Obligation to Pay Preliminary Payments or Host Municipality Fee

GotSPACE's obligation to pay Preliminary Payments or a Host Municipality Fee for any Building shall be conditioned on GotSPACE entering into a binding power purchase agreement to serve the Qualified Data Center(s) contemplated herein on or before thirty-six months following the Execution Date of this Agreement meeting its satisfaction for purposes of obtaining power necessary for operation of Qualified Data Center(s) in Groton. In the event that GotSPACE determines, in its sole discretion, that this condition has not been met and is not likely to be met, it shall give timely written notice to Groton of such determination on or before expiration of said thirty-six month period, in which case this Agreement shall become null and void on the date such notice is given. In the event GotSPACE fails to provide such notice pursuant to the requirements of this section 2(f), the condition precedent set forth in this section 2(f) shall be deemed waived by GotSPACE. GotSPACE shall remain liable for any payments required under this Agreement owed to Groton before exercise of its condition precedent rights set forth in this section 2(f). In no event shall GotSPACE be in default of this Agreement if it exercises its rights in accordance with this section 2(f).

3. Information; Annual Visit

GotSPACE shall also perform or caused to be performed annual inspections of the Qualified Data Centers and furnish to Groton a copy of its annual inspection report. In addition, GotSPACE agrees to provide, upon Groton's request, any documents in the public domain, and in GotSPACE's possession or control, as may be requested by Groton to allow Groton, in its sole discretion, to determine that GotSPACE is satisfying its pursuant to this Agreement. The Groton tax assessor shall be permitted on an annual basis to visit and tour on site, accompanied by GotSPACE personnel, each Building covered by this Agreement.



In addition, notwithstanding any exemption afforded by the Legislation, for at least two full tax years prior to the expiration date of this Agreement (or, if this Agreement is terminated prior to the expiration date hereof, for the two full tax years prior to such termination date), Gotspace shall file annual personal property declarations with the Groton Tax Assessor declaring all personal property located at the Facilities, along with income and expense statements pursuant to Connecticut General Statutes section 12-63c, for such tax years. Each declaration shall be accompanied by invoices of all equipment purchases for the prior year applicable to the Qualified Data Center.

4. Events of Force Majeure

For purposes of this Agreement, "Event Force Majeure" means acts of God, war, revolution, civil commotion, acts of public enemy, embargo, casualty or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Party affected that prevents, restricts or interferes with that Party's performance under this Agreement. A delay of performance hereunder by either Party shall not constitute and event of default or result in any liability under this Agreement to the extent caused by an Event of Force Majeure during the duration of such Event of Force Majeure. The occurrence of an action, circumstance, condition or event which gives rise to an "Event Force Majeure" shall not excuse, but merely shall delay as provided in this Agreement, the performance of the covenant, obligation or other undertaking, or the observance of a term or condition, contained in this Agreement by the party hereto relying on "Force Majeure" for such purposes and only for so long as the duration of such Event Force Majeure. The financial or fiscal inability of a party hereto to perform any of its obligations, agreements or other undertakings, or to observe any term or condition contained in the Agreement, shall not constitute "Force Majeure"

5. Defaults and Remedies

(a) Events of Default by Groton

Each of the following shall be an event of default by Groton under this Agreement.

(i) Groton fails to observe and perform any material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of sixty (60) days after written notice to Groton specifying the nature of such failure and requesting that it be remedied; or

(ii) Groton makes a general assignment for the benefit of creditors, files a petition in bankruptcy or a request to the Governor of the State of Connecticut to file such petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any

proceeding related to it under any bankruptcy, reorganization, arrangement, re-adjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) days or more.

In no event shall Groton be in default or liable for monetary damages or other relief to GotSPACE on account of declaration of termination event pursuant to 2(e), above, made in good faith.

(b) Events of Default by GotSPACE

Each of the following shall be an event of default by GotSPACE under this agreement:

- (i) GotSPACE fails to pay any Preliminary Payments or Host Municipality Fee, which is properly due from GotSPACE hereunder, within forty five (45) days after written notice of delinquency by Groton; provided;
- (ii) GotSPACE fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of sixty (60) days after written notice to GotSPACE specifying the nature of such failure and requesting that it be remedied;
- (iii) GotSPACE makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding related to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) days or more or if by any act indicates its consent to, approval or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or

suffers any such custodianship, receivership or trusteeship to continue undismitted for a period of one hundred twenty (120) days or more;

- (iv) Any representation or warranty made by GotSPACE under this Agreement was materially inaccurate, misleading or incomplete when made as of the Effective Date of this Agreement; or
- (v) GotSPACE's agreement with the DECD Commissioner as contemplated herein terminates prior to the expiration date thereof.

#### 6. Remedies on Default

Wherever any event of default shall have occurred and be continuing, the non-defaulting Party shall have, in addition to any other rights at law or equity, including but not limited to those afforded by the Legislation, the following rights and remedies:

- (a) Upon sixty (60) days written notice to GotSPACE (unless a shorter or longer notice and cure period is afforded by section 5(b) above in which case the period set forth in section 5(b) shall control), if GotSPACE is then in default, Groton shall have the option to terminate this Agreement unless the event of the default is cured prior to the expiration of such cure period or unless during such period GotSPACE has taken remedial steps the effect of which would be to enable GotSPACE to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint); or
- (b) Upon sixty (60) days written notice to Groton (unless a shorter or longer notice and cure period is afforded by section 5(a) above in which case the period set forth in section 5(b) shall control), if Groton is then in default, GotSPACE shall have the option to terminate this Agreement unless the event of default is cured prior to the expiration of such cure period or unless during such period Groton has taken remedial steps the effect of which would be to enable Groton to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint).

In no event shall either Party be liable to the other for monetary damages on account of the breach of the terms of this agreement caused by an Event of Force Majeure during the duration

of such Event of Force Majeure. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. If an Event of Force Majeure shall prevent the operation of a Building for its intended use, then a pro rata portion of the Host Municipality Fee shall be abated until the operation of such Building may recommence. The pro rata portion shall be based upon a fraction the numerator of which shall be the number of days in the 365-day period during which the Building shall be unable to operate and the denominator of which shall 365.

Without limitation of the generality of the foregoing or other rights and remedies available to Groton at law and in equity (including without limitation under this Agreement), upon the termination of this Agreement pursuant to Section (e)(5) of the Legislation and/or sections 2(e) or 5(b) of this Agreement, or subdivision (2) of subsection (f) of the Legislation, as from time to time amended, the Qualified Data Center, the Owner of the property on which such Qualified Data Center is located or such Owner's successors or assigns shall be subject to all applicable taxes imposed under chapter 203 of the Connecticut General Statutes and shall be liable for payment of such, and Groton may assess, collect and recapture, taxes that would have been assessed with respect to the Facilities during the term of this Agreement had they not been exempted from taxes as a result of this Agreement, retroactively from the date of notice of noncompliance under this Agreement or the date of termination by the DECD Commission of the agreement with Gotspace required of the Legislation, as applicable, whichever is earlier. Upon any such termination, Groton, through its Tax Assessor, may issue a supplemental tax bill to assess all such taxes within one hundred eighty (180) days of the date of any such termination. Such assessed taxes shall be payable within thirty (30) days of the associated supplemental tax bill issued by Groton. Any unpaid portion of such taxes which are not paid within said thirty (30) day period shall be subject to interest as provided by Connecticut General Statutes §12-146, as amended (or similar provision then in effect), which interest shall accrue from the date such payment was due until paid in full, and Groton shall retain all rights and remedies it may have under law if any such payment remains unpaid, including those afforded by Chapters 204 and 205 of the Connecticut General Statutes, including section 12-172 thereof. In addition to and without limitation of other rights and remedies available to Groton, said retroactively assessed tax shall constitute a lien on the Facilities and may be foreclosed upon in the same manner as tax liens, and Groton shall be entitled to collect its actual costs of collection and reasonable attorneys' fees incurred in connection with the enforcement of such rights. As an express condition of this Agreement, Gotspace, on behalf of itself and all Owners of the Facilities and their successors and/or permitted assigns, shall not appeal, challenge, judicially or otherwise a retroactive assessment of the Facilities made pursuant to this section unless the value is manifestly excessive within the meaning of Connecticut General Statutes § 12-119, and hereby waives all rights otherwise on its behalf and on behalf of all Owners of the Facilities and their respective successors and/or permitted assigns. The Parties hereto acknowledge and agree that taxes authorized by this section 9 following termination of this Agreement shall be payable by Gotspace to Groton are taxes imposed pursuant to Connecticut General Statutes Chapter 204 (except to the extent such taxes are modified as to amount and timing of payment pursuant to this Agreement) and that all rights and remedies available to Groton under applicable law (including, without limitation, Connecticut General Statutes Chapter 205) with respect to nonpayment of taxes shall apply to the payment and collection of such taxes. The Town does not waive and expressly retains all rights and remedies at law or in equity for enforcement of this Agreement and collection of amounts due under this Agreement.

7. Representations and Warranties

(a) Representations and Warranties of Groton

As of the Execution Date of this Agreement, Groton hereby represents and warrants to GotSPACE that:

- (i) this Agreement has been executed by officers of Groton acting with the approval and under the authority of the necessary legislative body or bodies of Groton, and Groton has heretofore delivered to GotSPACE evidence of such approval and authority;
- (ii) Groton has the full power and authority to execute and deliver this Agreement to GotSPACE and carry out Groton's obligations hereunder, all of which have been duly authorized in accordance with Applicable Law, and this agreement shall be in full force and effect and be legally binding upon, and enforceable against, Groton in accordance with its terms upon its due execution and delivery by Groton and GotSPACE; and
- (iii) There is no action, suit, investigation, or other proceeding pending or, to the knowledge of Groton, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of either Party's obligations hereunder.

(b) Representations and Warranties of GotSPACE;

As of the Execution Date of this Agreement, GotSPACE hereby represents and warrants to Groton that:

- (i) GotSPACE has the full power and authority to execute and deliver the Agreement to Groton and to carry out GotSPACE's obligations hereunder, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, GotSPACE in accordance with its terms upon its due execution and delivery by GotSPACE and Groton;
- (ii) there is no action, suit investigation or other proceedings pending or, to the knowledge of GotSPACE threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of either Party's obligations hereunder;
- (iii) GotSPACE will display as of the date it makes application to the DECD Commissioner how it anticipates to be an "Owner" of all of the Qualified Data Center(s) that are the subject of this Agreement as such term is defined in the Legislation;
- (iv) GotSPACE is a limited liability company organized under the laws of the Commonwealth of Massachusetts and is registered to do business in the State of Connecticut. GotSPACE is in good standing with the Secretaries of

the State of Connecticut and Commonwealth of Massachusetts and is qualified to transact business in each such state;

- (v) The execution and delivery of this Agreement, the performance of the obligations of GotSPACE contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by GotSPACE are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which GotSPACE is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which GotSPACE is now a party by which it is bound, nor do they constitute default under any of the foregoing;
- (vi) This Agreement has been duly authorized by GotSPACE, and is a valid and binding obligation of GotSPACE and is enforceable in accordance with its terms against GotSPACE; and
- (vii) The member of GotSPACE executing this Agreement is authorized to execute and deliver this Agreement, in such capacity.

#### 8. Governing Law

The interpretation and performance of this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of law principles. In the event an action is brought to enforce any provision of this Agreement, the exclusive venue and jurisdiction shall be a court of competent jurisdiction located in the State of Connecticut. The prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees, arbitration and court costs.

#### 9. Assignment

Groton may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. GotSPACE may assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee shall be an Owner, Operator or Colocation Tenant of the Qualified Data Centers that are the subject of this Agreement, creditworthy and capable of performing the obligations of GotSPACE under this Agreement.

#### 10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations, and agreements between the Parties with respect to the subject matter hereof.

#### 11. Waiver

No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party shall impair any such, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences shall not alter, affect, or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it shall have become due, shall not be deemed to alter, affect, or waive the obligations of either Party.

#### 12. Modifications

This Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

#### 13. Successors and Assigns

This agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties. Without limitation of the generality of the preceding sentence, the provisions of this Agreement shall, during the term hereof, bind any Owner, Operator and/or Colocation tenant, or subsequent Owner, Operator, Colocation Tenant and all affiliates of each of them, of the Qualified Data Center(s) contemplated herein, provided the Facility continues to be used as a Qualified Data Center.

#### 14. Notices

All notices, reports and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given.

Town of Groton  
45 Fort Hill Road  
Groton, CT 06340  
Attention: Town Manager Mr. John Burt

Gotspace Data Partners, LLC  
c/o Jepsen Rowthorn LLP  
9 Cumberland Road  
West Hartford, CT 06119  
Attention: Attorney George Jepsen

15. Further Actions

Each Party agrees that it will, at its own expense, to the extent not reimbursable by the other party under this Agreement, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

16. Counterparts

This Agreement may be executed in several counterparts, any one of which shall be considered an original hereof for all purposes.

17. Severability

In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions, portions, and applications thereof shall not be affected thereby. In such event, the Parties agree that the court making such determination shall have the power to alter or amend such provisions so that it shall be enforceable; provided, however, in the event the severed and unenforceable provision would release or relieve Gotspace from the obligation to pay any Host Municipality Fee or Preliminary Payment to Groton hereunder, or would materially alter the tax exemption afforded by this Agreement, despite a compliance with this Agreement, the parties shall amend this Agreement to the minimum extent necessary to render such provision legal and enforceable to require the exemption and/or payment of Host Municipality Fee or Preliminary Payment to Groton hereunder as initially intended. In the event an amendment described in the preceding sentence is not executed within thirty (30) days of such judgment or effective date of such law, whichever is earlier, the party that would benefit from the amendment, at its election, may terminate this Agreement by written notice to the other party.

18. No Third-Party Beneficiaries

Nothing in this agreement is intended to confer any right on any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

19. Heading for Convenience

The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.



## 20. Confidentiality

- (i) For purposes of this Section 20, "Confidential Information" means all data and information heretofore or hereafter disclosed, directly or indirectly, by or on behalf of GotSPACE, any affiliate or predecessor of any of the foregoing persons, any tenant or lessee of GotSPACE, any licensor of technology to be used in connection with a Qualified Data Center or any contractor or subcontractor engaged directly or indirectly by any of the foregoing persons (the "Disclosing Party"), including patented and unpatented inventions, trade secrets, know-how, techniques, data, specifications, as-built drawings, blueprints, flow sheets, designs, engineering information, construction information, economic information, customers, suppliers, operation criteria, and other information related to the design, development, construction, improvement, maintenance, rehabilitation, renovation, repair, operation, leasing and/or ownership of a Qualified Data Center; provided, however, Confidential Information does not include information which (a) has become generally available to the public other than as a result of a disclosure by Groton or any of its representatives or agents; (b) was available to Groton or any of its representatives or agents on a non-confidential basis prior to its disclosure by Groton or any of its representatives or agents; or (c) has become available to Groton or any of its representatives or agents on a non-confidential basis from a source other than GotSPACE or its representatives if such source is not known by Groton or any of its representatives or agents after due inquiry by any of them of such source as to whether it is bound by a confidentiality agreement with GotSPACE or its representatives or is otherwise prohibited from transmitting the information to Groton or its representatives or agents by a contractual, legal or fiduciary obligation.
- (ii) Prior to the disclosure of the Confidential Information by GotSPACE, Groton or its representatives or agents under this Agreement or Applicable Law, GotSPACE may require Groton and its representatives and agents, as the case may be, to execute and deliver to GotSPACE a reasonable confidentiality agreement that will require the signatory to: (a) treat as confidential all Confidential Information which may be made available to Groton or any agent or representative of Groton; (b) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential information to those agents or representatives of Groton to whom it is necessary to disclose the Confidential Information in furtherance of Groton obligations under this Agreement ; (c) prevent disclosure of any Confidential Information by any agent or representative of Groton to unauthorized parties and assumes liability on the part of Groton and the signatory for any breach of this Agreement and/or such confidentiality agreement, or for any unauthorized disclosure or use of

Confidential Information by Groton or any of its agents or representatives; and (d) not use any Confidential Information other than in furtherance of its obligations under this Agreement.

- (iii) If Groton receives a request for a disclosure of any Confidential Information under the Connecticut Freedom of Information Act ('FOIA') Groton shall, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to GotSPACE. If GotSPACE asserts in good faith that all or part of the requested information is exempt from disclosure under FIOA or other applicable law, Groton shall not disclose such information (the "Exempt Information") and shall assert the exemptions claimed by GotSPACE. If a complaint is thereafter filed with the Connecticut Freedom of Information Commission ("FOIC"), Groton shall give GotSPACE prompt notice of such complaint to allow GotSPACE to file a motion to intervene in the FOIC proceeding and shall not oppose such motion or disclose the Exempt Information during the pendency of such proceeding. If the FOIC proposes to issue or issues an order requiring disclosure of all or part of the Exempt Information, GotSPACE shall within fourteen (14) days give written notice thereof to Groton. In such case Groton shall not disclose the Exempt Information for a period of five (5) business days after the date of issuance of such order to allow GotSPACE to file a motion for a stay of the order and an appeal, and further shall not disclose the Exempt Information while the motion for stay is pending. If the stay is granted, Groton shall not disclose the Exemption Information until there is a final unappealable order requiring disclosure. If the stay is not granted, Groton may comply with the terms of an FOIC order requiring disclosure. GotSPACE shall indemnify and hold Groton harmless from any costs, damages, fines, penalties, liability and expenses (including attorneys fees and costs) resulting from its compliance with the provisions of this section 20.
- (iv) If Groton receives any other requests or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), Groton agrees to give prompt notice to GotSPACE of such request or demand and to allow GotSPACE an opportunity to seek judicial protection for the Confidential Information, unless Groton is expressly prohibited by court order from so disclosing the demand.
- The provisions of this Section 20 and any confidentiality agreement executed Pursuant to Section 20 shall survive the termination or expiration of this Agreement.

21. No additional municipal tax benefits. GotSPACE agrees that it will not pursue from Groton any additional tax incentives, tax exemptions or tax abatements or any subsequent adjustment to its taxes or payments to Groton that are the subject of this

Agreement unless permitted herein. Nothing in this Section shall prohibit GotSPACE from seeking additional tax relief and rebates from the State of Connecticut, federal authorities, or authorities other than Groton, provided that no such relief shall reduce the amounts payable by GotSPACE to Groton under this Agreement.

22. Late Payments. If GotSPACE fails to make a Host Municipality Fee or Preliminary Payment to Groton required hereunder within thirty (30) days following the due date provided for payment, interest at the rate set forth in CGS §12-146 shall accrue on any unpaid portion of such Host Municipality Fee or Preliminary Payment from the date such payment was due until paid, and Groton shall retain all rights and remedies it may have under law if any such payment remains unpaid. Without limitation of the generality of the foregoing, in the event GotSPACE fails to make a Host Municipality Fee payment or Preliminary Payment, as applicable, within the time afforded by this section, such payments shall for an intents and purposes of this Agreement be deemed the equivalent of tax payment subject to the same precedence, collection and enforcement, including all lien rights, as afforded by Connecticut General Statutes § 12-172, as amended.
23. Commencing on the expiration or termination of the term of this Agreement, all property, real and personal, previously exempted by this Agreement shall be assessed in the manner required by applicable law and taxes shall be calculated and be due and payable as provided by applicable law.
24. During the term of this Agreement, GotSPACE shall not apply to the Board of Assessment Appeals to seek any full or partial exemption from municipal property taxation, nor appeal any assessed values for Facilities to said Board of Assessment Appeals or any court having jurisdiction.
25. In the event of any clerical error or typographical error is discovered within this Agreement that results in language that neither party intended upon the Execution Date of this Agreement, the parties shall promptly execute an amendment to this Agreement to correct such error upon the discovery thereof prior to the Effective Date.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

Groton, Connecticut

Town of Groton

By: John Burt

Town Manager

Witnessed:

(SEAL)

Gospace Data Partners LLC

By:

Its Managing Director or CEO

Witnessed: