

City of Revere, Massachusetts

Tom Skwierawski

Chief of Planning and Community Development

Department of Planning and Community Development

281 Broadway, Revere, MA 02151 781. 286. 8181



Patrick M. Keefe Jr.

Mayor

June 16th, 2026

The Honorable Revere City Council

Revere City Hall

281 Broadway

Revere, MA 02151

Re: PILOT and Host Community Agreement, Revolution Battery Energy Storage

Dear Members of the Revere City Council,

Over the past few months, the City of Revere has been in discussions with the Flatiron Group (d/b/a Revolution Storage LLC) relative to their proposed 200-Megawatt AC Battery Energy Storage System (BESS) proposed at 0 Muzzey Street in Revere, also known as Caddy Farms. As discussed in previous City Council meetings, project proponents are undergoing plan reviews with municipal officials and have had extensive discussions with Revere's public safety team, in particular with Revere Fire. The project proponent intends to bring the project to the Site Plan Review Committee for its final approvals later this summer.

In addition to plan review, we have been working to negotiate a Payment in Lieu of Taxes (PILOT) Agreement and Host Community Agreement (HCA) with Flatiron for operation of the facility. This would be in lieu of Personal Property Taxes, pursuant to MGL Chapter 59, Section 5. The cumulative value of these two agreements is \$43.3m over 20 years, a considerable amount for a property that currently brings in roughly \$80k a year in property taxes.

The agreements, which would go into effect if the development commenced commercial operations, are valued in year one at \$600k (HCA) and \$1.6m (PILOT) and increase in value over time. The full 20-year schedule can be found on the last page of the respective agreements. Within the Host Community Agreement, the City has targeted investments in fire apparatus and training, deposits into the High School Stabilization Fund, and modest investments to support energy sustainability in the city. In addition, during this negotiation process we received a commitment from Flatiron, through a separate Project Labor Agreement, for this to be a 100% union-built site. We are requesting that the City Council authorize the Mayor to execute these agreements. We believe they are fair but strong and protect both the fiscal and public safety interests of the City. We look forward to discussing it with you further. If you have any questions, please don't hesitate to reach out.

Sincerely,

Tom Skwierawski

Chief of Planning and Community Development

City of Revere

Attachment: Host Community Agreement Battery Energy Storage Facility 06222026 (26-132 : Host Community Agreement and PILOT

HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (the “**HCA**” or the “**Agreement**”) is entered into as of [REDACTED], 2026 (“**Effective Date**”), by and between the City of Revere, a municipal corporation and body politic of the Commonwealth of Massachusetts, having its offices at 281 Broadway, Revere, MA 02151 (the “**Host Community**”), and Revolution Storage LLC, a Delaware limited liability company having a business address of 3660 Blake Street, Suite 750, Denver, CO 80205 (“**Project Company**”). The Host Community and Project Company are referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. The Host Community is host community to the proposed two hundred (200) megawatt AC battery energy storage system at Muzzey Street (City of Revere Parcel Identification Number: 34-479-5A) and Maple Street (City of Revere Parcel Identification Number: 33-478-1A) in Revere, MA (the “**Project Site**”), to be installed, owned, and operated by Project Company (collectively, the “**Project**”);

B. Project Company will apply for all necessary governmental approvals for the Project;

C. The Host Community intends, through this Agreement, to help ensure that the Project is beneficial for its community and the host community has sufficient public safety and fire suppression abilities to support the Project;

D. Project Company is willing to make the commitments as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Host Community and Project Company hereby covenant and agree as follows:

1. Cooperation Between Project Company and the Host Community

The Host Community and Project Company have entered into this Agreement to foster a cooperative working relationship with respect to the Project. Both Parties agree to work constructively and in good faith with the other to promote their mutual interests and further agree to cooperate to the maximum extent consistent with their respective activities and responsibilities. The rights, duties and obligations of the Parties hereunder shall be exercised in good faith and in a commercially reasonable manner.

2. Term

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and, except as otherwise provided herein, shall end on the last day of the calendar year in which the Project is last operated by either Project Company or a successor Project owner (the “**Termination Date**”). This Agreement shall remain in full force and effect regardless of the status of any other agreement between the Parties. For purposes of this Agreement, the “**Construction Period**” shall

mean the period beginning on the date that the Project commences construction, as reflected in a notice of commencement of construction to be provided by Project Company to the Host Community following its occurrence, and ending at the commencement of the Operations Period, as such Operations period is defined below. The “**Operations Period**” shall mean the period beginning on the date that the Project commences commercial operation, as reflected in a notice of commencement of commercial operation to be provided by Project Company to the Host Community following its occurrence (the “**Commercial Operation Date**”) and ending on the Termination Date. The Operations Period, and any associated obligations under this Agreement during the Operations Period, shall be suspended, for any period of time in which regular commercial operation of the Project has been suspended.

3. Project Commitments

- a. Emergency Preparedness. During the Operations Period, as reasonably needed for planning relating to the Project, Project Company will offer annual preparedness, response, and risk reduction refresher training to the Host Community Fire Department, provided that Project Company shall not be required to incur more than Twenty-Five Thousand Dollars (\$25,000.00) per year for such training. At the Commencement of the Construction Period, Project Company shall provide a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000.00) to the Host Community for the purpose of firefighter training and overtime and the purchase of firefighting equipment.
- b. Annual Monetary Contribution. Project Company will make an annual contribution to the Host Community in the sum set out in Exhibit A, attached hereto, to be used for any community needs, such contribution to be made by Project Company to the Host Community within sixty (60) days following the Commercial Operation Date and on the anniversary of the Commercial Operation Date every year thereafter during the Term. Six Hundred Thousand Dollars (\$600,000.00) will be allocated by the Host Community within the first annual monetary contribution under the HCA for the purchase of fire suppression apparatus and equipment by the Host Community Fire Department. In the event that Project Company is required pursuant to local permits, licenses, or approvals obtained in connection with the Project to provide funds, site alterations and/or site improvements to the Host Community relating to a community benefit or emergency preparedness purpose, then the annual contribution provided by Project Company pursuant to this Section 3(b) shall be reduced by the amount of funds that Project Company must expend under such local permit, license, or approval.
- a. Community Outreach.
 - (i) Webpage. Project Company shall create, no later than ninety (90) days after the Effective Date, and maintain through the Commercial Operation

Date a webpage that provides information about the Project (the “**Project Webpage**”).

(ii) Periodic Updates to Host Community. Prior to the Commercial Operation Date, Project Company shall periodically (but at least once every six months or upon reasonable request of the Host Community (chief executive and/or governing board) or its designated representative (collectively, “**Host Community Representative**”) provide an update on the status of the Project to the Host Community Representative.

(iii) Construction Outreach. Once construction of the Project commences, Project Company will establish a construction community outreach plan with Host Community officials that will provide for timely public dissemination of information (which may be via the Project Webpage) regarding construction schedule, work hours, and material traffic impacts.

4. Adjustment for Increase in Power Capacity

To the extent that Project Company, at its sole option, makes any improvements to the Project such that the power capacity of the Project is increased beyond two hundred (200) megawatts AC, the Project Company and Host Community shall negotiate in good faith to adjust the annual payments to be made by Project Company to the Host Community, as the same are set out in Exhibit A, on terms mutually satisfactory to the Parties to be memorialized in a written amendment to the Agreement signed by both Parties hereto.

5. Insurance

Company agrees at all times following commencement of construction to maintain insurance coverage as required by applicable law and appropriate for the Project, including insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction or operation of the Project. Project Company agrees to maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by projects of similar size and scope and shall annually provide insurance coverage information to the Host Community Representative and more often if there are any material changes to such coverage.

6. Facilitation of the Project

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

7. Independent Agreement

The Parties acknowledge and agree that this Agreement, in part and in its entirety, is and shall remain separate and distinct from any other agreements made between Project Company and the Host Community relative to this Project.

8. Representations and Warranties

- a. Host Community Representations and Warranties. As of the Effective Date, the Host Community represents and warrants to Project Company:
 - i. the Host Community is a municipality in the Commonwealth of Massachusetts with full legal right, power, and authority to enter into and to fully and timely perform its obligations under this Agreement;
 - ii. the execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Host Community has full authority to do so and to fully bind the Host Community; and
 - iii. the Host Community knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting the Host Community or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or the Host Community's ability to carry out its obligations under the Agreement.
- b. Project Company Representations and Warranties. As of the Effective Date, Project Company represents and warrants to the Host Community:
 - i. Project Company has full legal capacity to enter into this Agreement;
 - ii. the execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of Project Company has full authority to do so and to fully bind Project Company; and
 - iii. Project Company knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Project Company or its properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of the Agreement or Project Company's ability to carry out its obligations under the Agreement.

9. Events of Default; Remedies; Limitation of Liability

- a. **Events of Default by Project Company.** The following shall each constitute an event of default by Project Company if followed by issuance by the Host Community to Project Company of a written notice of default (a “**Project Company Event of Default**”):
- i. Project Company breaches any non-monetary material obligation under the Agreement and fails to cure such breach within ninety (90) days after notification by the Host Community of the breach and such failure is not proximately caused by a Host Community Event of Default as set forth in this Agreement; provided that such period may be extended for an additional ninety (90) days if Project Company is diligently pursuing cure and cure is not commercially reasonably possible during such initial period;
 - ii. Project Company fails to make any payment due under this Agreement within ninety (90) days of such due date;
 - iii. if any material representation or warranty made by Project Company in this Agreement proves to have been intentionally misleading or false in any material respect when made and Project Company does not cure the underlying facts so as to make such representation or warranty correct within ninety (90) days of written notice from the Host Community; provided that such period may be extended for an additional ninety (90) days if Project Company is diligently pursuing cure and cure is not commercially reasonably possible during such initial period;
 - iv. Project Company: (a) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, district, or territory thereof; (b) consents to the appointment of a receiver of the whole or any substantial part of its assets; (c) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety days after the filing thereof; (d) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Project Company’s assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety days from the date of entry thereof; or (e) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Project Company’s assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control; or
 - v. Project Company transfers all or substantially all of its assets to another entity, and the transferee fails to assume, effective

immediately upon the effectiveness of such transfer all of the obligations of Project Company under this Agreement.

- b. In no event shall either Party's aggregate liability hereunder exceed Five Hundred Thousand Dollars (\$500,000.00).

10. Events of Default by Host Community

It shall constitute an event of default by the Host Community (a "**Host Community Event of Default**") if the Host Community breaches any material obligation under the Agreement and fails to cure such breach within sixty (60) days after notification by Project Company of the breach.

11. NO CONSEQUENTIAL OR PUNITIVE DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

12. Assignment

In the event that Project Company transfers the assets comprising the Project (each a "**Transfer**") to any person or entity (a "**Transferee**"), Project Company shall (i) ensure that Project Company and the Transferee execute a written assignment and assumption agreement by which Project Company assigns this Agreement to the Transferee and the Transferee assumes all of Project Company's obligations under this Agreement and (ii) provide notice to the Host Community promptly following such Transfer, in which event that Host Community shall inspect the Project Site for compliance with applicable laws and codes, including fire safety codes, and the Transferee shall be responsible, at its sole cost, to undertake any action necessary to ensure that the Project and Project site comply with applicable law and code requirements. Any assignment, collateral assignment, pledge, lease, or disposition by Project Company of the Project assets or this Agreement in connection with any financing, or to any entity controlling, controlled by, or under common control with, Project Company shall not be considered a Transfer, and the Host Community agrees to cooperate with and promptly provide any documentation requested by Project Company in connection with any financing, including consents and estoppels for the benefit of any financing party.

13. Termination

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

- a. by mutual agreement of the Host Community and Project Company;

- b. by Project Company, in the event that it abandons the Project prior to the commencement of construction or commercial operation or there is any regulatory or legal proceeding or government investigation that results in an unfavorable judgment, order, decree, stipulation, or injunction that prevents Project Company, to be determined by Project Company in its sole discretion, from (or makes uneconomical) constructing or operating the Project; or
- c. by the Host Community, in the event of: (i) an incurable Project Company Event of Default; or (ii) a Project Company Event of Default which is not cured within three months of the date of the Event of Default.

14. Force Majeure

To the extent Project Company is prevented by Force Majeure (as defined below) from carrying out, in whole or part, its obligations under this Agreement, then Project Company will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). Project Company will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that Project Company is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Project Company in its sole discretion. During the period in which, and to the extent that, obligations of Project Company are excused by Force Majeure, the Host Community will not be required to perform or resume performance of its obligations to Project Company corresponding to the obligations of Project Company excused by Force Majeure. Project Company shall give the Host Community notice of the Force Majeure, together with reasonable details regarding such event, promptly after the Force Majeure first prevents performance by Project Company.

For the purposes of this Agreement, “**Force Majeure**” means any cause not within the reasonable control of Project Company which precludes it from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to: Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; pandemics; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lockouts or other industrial disturbances; acts of public enemies; acts of terrorism; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse Project Company from performing due to any governmental act, failure to act, or order, where it was reasonably within Project Company’s power to prevent such act, failure to act, or order. Notwithstanding anything in the Agreement to the contrary, Force Majeure shall not mean:

- a. Customary inclement weather (in contrast to extreme weather) affecting construction, operation, or decommissioning of the Project.
- b. Any nonpayment under this Agreement.
- c. Economic hardship of Project Company.

15. Notices

All notices, demands, requests, consents, or other communications required or permitted to be given or made under the Agreement shall be in writing and addressed to the following:

If to Project Company:

Revolution Storage LLC
c/o Flatiron Energy Development, LLC
3660 Blake Street, Suite 750
Denver, CO 80205
Phone: (720) 548-2384
Email: notices@flatiron.energy

If to the Host Community:

City of Revere
281 Broadway
Revere, MA 02151
Phone: 781-286-8166
Email: pcapizzi@revere.org

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in the Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in the Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in the Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving Party (not including auto-confirmations) shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section by promptly giving notice thereof in the manner required herein.

16. Entire and Complete Agreement; Binding Effect

This Agreement constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements, and commitments, all of which, whether oral or written, having been merged herein, except for contemporaneous or subsequent written understandings, arrangements, or commitments signed by the parties intended to be bound thereby. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

17. Governing Law

This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

18. Dispute Resolution and Venue

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Host Community and Project Company. The Host Community and Project Company agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between management personnel from Project Company and the Host Community, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding Section of this provision, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request the American Arbitration Association, Boston office, to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, venue for judicial enforcement shall be the Suffolk County Superior Court. **EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.** Notwithstanding the foregoing, injunctive relief may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. In any such judicial action, the “**Prevailing Party**” shall be entitled to payment from the opposing party of its reasonable costs and fees, including, but not limited to attorneys’ fees, arising from the civil action. As used herein, the phrase “**Prevailing Party**” shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action.

19. Confidentiality

The Parties understand that the Host Community is subject to, among other laws, the Massachusetts Public Records Act, G.L. c. 66, § 10 and G.L. c. 4, § 7, cl. 26, pursuant to which all documents and records made or received by the Host Community shall, absent an exemption or law to the contrary, constitute a public record subject to disclosure. To the extent not inconsistent with the Host Community’s duty set forth in the preceding sentence, if either Party or its

representatives provides to the other Party or its representatives confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Project or of a Party's business ("**Confidential Information**"), the receiving Party shall protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any event not less than a commercially reasonable degree of care, and refrain from using such Confidential Information except in the negotiation and performance of this Agreement. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental authority, under applicable law or pursuant to a validly issued subpoena, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. For avoidance of doubt, nothing in this Agreement shall require Project Company to disclose confidential or proprietary information of Project Company, including confidential or proprietary information of a third party in the possession of Project Company.

20. Amendments

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

21. Severability

If any Section, phrase or portion of the Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such Section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of the Agreement and the benefits to the Parties are not substantially impaired.

22. Headings and Captions

The headings and captions appearing in this Agreement are intended for reference only and are not to be considered in construing the Agreement.

23. Counterparts; Scanned Copies

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

24. Waiver

No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of the Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

25. Joint Work Product

This Agreement shall be considered the work product of both Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

26. Successors and Assigns

This Agreement shall be binding upon and enforceable by Project Company and the Host Community and each of their respective successors and assigns.

27. No Joint Venture

Nothing herein contained shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party or to create a joint venture, partnership, agency, or any relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

28. Further Assurances

From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge, and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

29. No Limitation of Regulatory Authority

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

PROJECT COMPANY:

REVOLUTION STORAGE LLC

By: _____
Name:
Title:

THE HOST COMMUNITY:

CITY OF REVERE

By: _____
Name: Patrick M. Keefe, Jr.
Title: Mayor

Attest: _____
Name: Ashley Melnik
Title: City Clerk

Exhibit A
Payment Schedule

Operations Year	HCA
1	\$ 600,000.00
2	\$ 600,000.00
3	\$ 600,000.00
4	\$ 600,000.00
5	\$ 600,000.00
6	\$ 615,000.00
7	\$ 615,000.00
8	\$ 615,000.00
9	\$ 615,000.00
10	\$ 615,000.00
11	\$ 630,375.00
12	\$ 630,375.00
13	\$ 630,375.00
14	\$ 630,375.00
15	\$ 630,375.00
16	\$ 646,134.38
17	\$ 646,134.38
18	\$ 646,134.38
19	\$ 646,134.38
20	\$ 646,134.38
Total	\$ 12,457,546.88