

**FIRST AMENDMENT TO
HOST COMMUNITY AGREEMENT**

This First Amendment Agreement (“Amendment”) is entered into as of April 7, 2017 (the “Effective Date”), by and between the Town of Medway, a municipal corporation and body politic of the Commonwealth of Massachusetts (“Town”) having its offices at 155 Village Street, Medway, Massachusetts 02053 and Exelon West Medway II, LLC, a Delaware limited liability company (“Exelon”) having offices at 300 Exelon Way, Kennett Square, Pennsylvania 19348, each individually a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Town and Exelon are parties to that certain Host Community Agreement dated October 14, 2015 (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises, agreements, covenants and benefits contained herein, the Parties hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment have the same meaning given in the Agreement, unless otherwise defined herein.
2. **Amendment to HCA.**

2.1. **Permitting.** Section 4 (Permitting) of the HCA is hereby deleted and replaced in its entirety with the following:

“4. **Permitting.** Exelon shall be responsible for paying a one-time, all-inclusive permit fee of three hundred and fifty thousand dollars (\$350,000) covering all local permits issued as part of the comprehensive permit approval process in EFSB 17-01 (the “Certificate Proceeding”). Exelon shall pay said fee to the Town on or before August 1, 2017. Exelon shall not object to the Town’s request in the Certificate Proceeding to retain inspection and oversight authority required for determining compliance with any local permit or approval included in any certificate issued by the EFSB in the Certificate Proceeding. In the event that after the commencement of commercial operation, Exelon must seek additional permits from the Town for alterations, additions or other changes to any structure or component of the Facility, Exelon shall be responsible for applying for such permits and shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. In addition, Exelon shall facilitate any on-site inspections required for determining compliance with such permit or approval by the appropriate Town official.

2.2 **Environmental and Technical Review.** Section 6(B) (Environmental and Technical Review Fund) of the HCA is hereby amended by adding a second paragraph as follows:

“Exelon shall provide the Town with the sum of fifty thousand dollars (\$50,000) on or before May 1, 2017 for legal and technical services associated with the Town’s participation in the Certificate Proceeding and continued review of the Project.”

2.3 Community Improvement Funds. The following new Section 6(G) is hereby added to the HCA:

“G. Community Improvement Funds. Exelon shall pay to the Town Community Improvement Funds, available for any general municipal purpose, as follows: (i) seven hundred thousand dollars (\$700,000) on or before December 31, 2017; and (ii) seven hundred thousand dollars (\$700,000) on or before June 1, 2018.

3. Miscellaneous.

3.1 Consistency with Agreement. This Amendment is intended to be construed harmoniously with the Agreement to the maximum extent possible. In the event that any provision of this Amendment conflicts with the terms of the Agreement, the provisions of this Amendment shall control. Except as specifically set forth herein, the Agreement shall remain in full force and effect.

3.2 Successors and Assigns. This Amendment shall be binding upon Exelon, the Town and each of their affiliates, parents, successors and permitted assigns and inure to the benefit of and be enforceable by Exelon, the Town and each of their affiliates, parents, successors and permitted assigns.

3.3 Authorization. The Parties represent and warrant, as of the date hereof, that the execution and delivery of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each such Party. This Amendment is a valid and binding obligation of the Parties enforceable in accordance with its terms.

3.4 Counterparts; Scanned Copies. This Amendment 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 Amendment 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 Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment.

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

TOWN OF MEDWAY


By: 
[Name, Title] GLENN TRINOQUE

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By: _____
[Name, Title]

By: 
[Name, Title]

By: 
[Name, Title]

By: 
[Name, Title]

EXELON WEST MEDWAY II, LLC

By: 
Todd D. Cutler, Assistant Secretary