

HAUL ROADS AGREEMENT

This Haul Roads Agreement (this “Agreement”), made this 20th day of September, 2016, between The Town of Beekmantown, New York, a municipal subdivision of the State of New York, with an address of Town Hall, Town of Beekmantown, 571 Spellman Rd, West Chazy, NY 12992 (the “Town”), and Vermont Green Line Devco, LLC, a Delaware limited liability company with an address of c/o Anbaric Transmission, 401 Edgewater Place, Suite 680, Wakefield, MA 01880 (the “Company”) (each a “Party,” and together, the “Parties”).

WITNESSETH:

WHEREAS, the Company desires to construct, operate and maintain an electric converter station (the “Station”) in the Town as part of the overall Vermont Green Line Project, which is proposed for New York and Vermont (collectively, the “VGL Project”); and

WHEREAS, to construct the Station, the Company, its contractors and its subcontractors will use certain Town-owned roads, as designated in the Haul Route Plan described in Section 1 of this Agreement (each a “Haul Road”), for the operation of heavy machinery, including, but not limited to, trucks, construction machinery and equipment, some of which exceed the size and/or weight of vehicles and equipment that typically uses such roads (collectively, “Haul Road Use Activities”); and

WHEREAS, the Company and the Town have discussed the Company’s responsibility for any damage to the Haul Roads caused by Haul Road Use Activities and come to a mutual understanding, which the Parties desire to memorialize in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. **Designation of Haul Roads.** At least sixty (60) days prior to the commencement of Haul Road Use Activities by the Company, its contractors or its subcontractors on any Town-owned road, the Company shall designate all Haul Roads by delivering to the Town a “Haul Route Plan” that indicates all Haul Roads on one or more maps. Such designation by the Company shall be subject to the consent of the Town, which consent shall not be unreasonably withheld.

2. **Haul Road Condition Assessments.** The Company shall cause a civil engineering firm, mutually agreed upon between the Parties (“Engineer”), to conduct assessments of the condition of the Haul Roads and produce a detailed written report summarizing each assessment. For each Haul Road, the first assessment (the “Pre-Use Assessment”) shall be conducted prior to the Company commencing use of such Haul Road for Haul Road Use Activities, and the second assessment (the “Post-Use Assessment”) shall be conducted after the Company has completed all use of such Haul Road for Haul Road Use Activities; provided, however, that no Post-Use Assessment shall be performed on any Haul Road that the Company, its contractors and its subcontractors did not use for any Haul Road Use Activities. Each Post-Use Assessment shall include Engineer’s assessment, based on its professional judgment, of the amount, if any, of necessary repair of the applicable Haul Road caused by Haul Road Use Activities.

3. **Reserved Rights.** The Town may temporarily close any Haul Road, in whole or in part (i) in order to perform maintenance or repair thereon, (ii) if required by law, or (iii) if necessary for safety reasons (including climatic conditions or an act of God or war); provided however, that, except in the event of an emergency closure, the Town shall provide the Company with ten (10) days prior written notice.

4. **Haul Road Maintenance and Repair.**

(a) The Company shall remove and dispose of all debris, garbage and waste in, on or in the vicinity of the Haul Roads caused by Haul Road Use Activities.

(b) The Company shall be responsible for any necessary repair of the Haul Roads caused by Haul Road Use Activities, as determined by Engineer pursuant to Section 2. The Company’s responsibility shall be strictly limited to the cost of repair determined as described in paragraph 4(c) below (the “Required Repairs”), plus reimbursement of the Town’s reasonable engineer and construction inspection services and reasonable attorney’s fees associated therewith.

(c) Within ninety (90) days after the Company has received the Post-Use Assessments for all Haul Roads that the Company, its contractors and its subcontractors used for Haul Road Use Activities, the Company shall provide to the Town a proposal (the “Repair Proposal”) for the cost of making the Required Repairs. The Town shall have the option of determining whether the Required Repairs are to be performed by (i) the Company and/or its contractor(s), or (ii) the Town and/or its contractor(s). Within ninety (90) days after the Town receives the Repair Proposal, it shall notify the Company which of the foregoing options the Town selects. If the Town selects the first option, the Company shall cause the Required Repairs to be performed, at no cost to the Town. If the Town selects the second option, the Company’s only obligation with respect to the cost of the Required Repairs,

notwithstanding paragraph 4(b) above, shall be to pay to the Town, within fourteen (14) days after the Town notifies the Company of the Town's selection, an amount equal to the repair cost set forth in the Repair Proposal (plus reimbursement of the Town's reasonable engineer and construction inspection services and reasonable attorney's fees associated therewith), and the Town shall cause the Required Repairs to be performed at the Town's actual cost (whether or not equal to the repair cost set forth in the Repair Proposal).

5. **Termination.** This Agreement shall terminate on written notice by the Company to the Town, provided that this Agreement shall remain in effect as necessary with respect to any restoration and repair activities required hereunder that have not yet been completed.

6. **Compliance with Laws; Vested Rights.** When using the Haul Roads for Haul Road Use Activities, the Company shall comply with all applicable laws, ordinances, rules and regulations. If the Town adopts any new, or enforces any existing law, ordinance, rule or regulation that has a material adverse impact on the rights of the Company to use the Haul Roads for Haul Road Use Activities as contemplated herein, then for the duration of the Haul Road Use Activities all such rights shall be deemed vested rights to the extent permitted by law, which shall be protected and excluded from the operation of any such law, ordinance, rule or regulation. Notwithstanding the foregoing, the Town may adopt any new, or enforce any existing law, ordinance, rule or regulation that regulates the use of the Haul Roads in a reasonable manner, and does not materially and unreasonably interfere with the Company's rights granted hereunder. If the Town is required by a state or federal statute of statewide applicability to adopt any law, ordinance, rule or regulation that has a material adverse impact on any rights granted hereunder, then the Company's rights shall not be vested, and the Town and the Company shall in good faith seek to renegotiate the terms of this Agreement affected thereby.

7. **Indemnification.**

The Company agrees to defend, indemnify and hold harmless the Town from and against any and all claims, demands, losses, liabilities and causes of action for injury, including death, or damage to persons or property or fines or penalties arising out of, incidental to or resulting from use of the Haul Roads for Haul Road Use Activities by the Company or Company's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by the Town by reason of any such claim or claims, including attorneys' fees, other than to the extent any such claims arise from the gross negligence or willful misconduct of the Town or the Town's agents, contractors, employees, invitees, guests or permittees; and each assignee of this Agreement, or any interest therein, agrees to indemnify and hold harmless the Town in the same manner provided above. This indemnity shall apply to any claim, however caused, or regardless of the legal grounds and basis.

8. **Miscellaneous Provisions.**

(a) Parties Bound; Assignment. This Agreement shall inure to the benefit of and be binding upon the Town and the Company and their respective heirs, legal representatives, successors and permitted assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, with the non-assigning Party's consent not to be unreasonably withheld or delayed; except, the Company may assign, without the consent of the Town, all of its rights and obligations under this Agreement to any successor in interest or subsequent owner of the Facility, provided the assignee executes this Agreement or another instrument evidencing that it is assuming all obligations, responsibilities and liabilities of the Company under this Agreement. Notwithstanding the foregoing, the Company may assign its interests in this Agreement to successors or subsequent owners only if such assignees have a demonstrable financial ability to assume an interest in the Transmission Line Facilities and its on-going financial obligations.

(b) Notices. All notices and communications hereunder shall be in writing and, except if expressly provided otherwise herein, shall be delivered by hand or mailed postage paid to the addresses first set forth above, provided that either Party shall have the right to change the address for notice upon written notice to the other Party at any time.

(c) Entire Agreement. This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements by and between the Parties, whether written or oral, with respect to such subject matter.

(d) Amendment. This Agreement shall not be amended except by a writing executed by all of the Parties explicitly referencing this Agreement.

(e) Agreement For Benefit Of Parties. This Agreement is made for the benefit of the Parties hereto, and not for the benefit of any third parties.

(f) Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, any of which shall be deemed an original, and all of which together shall constitute one and the same instrument, notwithstanding that all Parties are not a signatory to the original or the same counterpart. A facsimile or photocopied signature of any Party's signature shall be sufficient to constitute the original execution of this Agreement by such Party for all purposes.

(g) Headings. The headings used herein are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent, meaning or intent of this Agreement.

(h) Waiver. The failure by any Party to insist upon strict performance of any provision herein by any other Party shall not be deemed a waiver by such Party of any of its rights or remedies or a waiver by it of any subsequent default by the other Party, and no waiver shall be effective unless it is in writing and duly executed by the Party entitled to enforce the provision being waived.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

(j) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction or an arbitrator to be invalid, illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

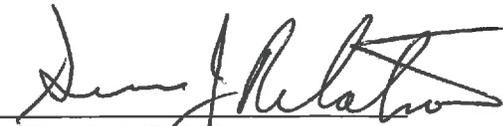
(k) Binding Arbitration. Any dispute between the Parties arising out of or relating to this Agreement shall be resolved by binding arbitration of three (3) arbitrators under the rules of arbitration of the American Arbitration Association, with each Party appointing one arbitrator, and the two arbitrators appointing a third. If the Parties cannot agree upon a third arbitrator within sixty (60) days after the two arbitrators are selected, the American Arbitration Association shall select the third. The award rendered shall be final and binding upon both Parties. Such arbitration shall be conducted in Beekmantown, New York, or at another location mutually agreeable to the Parties.

(l) Effective Date. The Parties agree that this Agreement, once signed, will become effective only after the New York State Public Service Commission has issued an Article VII Certificate of Environmental Compatibility and Public Need and approved an Environmental Management and Construction Plan for the portion of the VGL Project in the State of New York.

(m) Further Assurances. Each Party agrees to execute and deliver such further documents, instruments and agreements and perform such acts as may be reasonably requested by any other Party in order to effectuate this Agreement.

IN WITNESS WHEREOF, the Parties have caused their respective, duly authorized officers to execute this Agreement under seal as of the day and year first above written.

TOWN OF BEEKMANTOWN, NEW YORK

By: 
Name: Dennis J. Relation
Title: Supervisor, Town of Beekmantown

VERMONT GREEN LINE DEVCO, LLC

By: 
Name: Bryan J. Sanderson
Title: President