

## LICENSE AGREEMENT

This License Agreement (this "Agreement"), made this 20<sup>th</sup> 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 is developing a project (the "Project") in New York and Vermont that would include in New York, *inter alia*, a new high voltage direct current ("HVDC") source converter station (the "Converter Station"), a new 230 kilovolt ("kV") switching station, and a  $\pm 150$  kV, 400 megawatt, underground HVDC cable system;

**WHEREAS**, the Company desires to install, operate and maintain underground direct current, high voltage transmission lines, cables and associated equipment in, on, upon, along, across or under certain Town highways of the Town of Beekmantown, New York (the "Roads") as part of the Project; and

**WHEREAS**, the Town is willing and lawfully able to grant the Company a license to do so, subject to the terms, covenants and conditions of 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. Grant.

(a) Subject to the terms and conditions of this Agreement, the Town hereby grants to the Company, and the Company's successors and assigns, a non-exclusive license ("License") to install, construct, reconstruct, operate, inspect, repair, replace, remove and maintain the Project's underground high voltage direct current electric transmission lines, cables and associated equipment in, on, upon, along, across or under Town highways of the Town of Beekmantown, New York (collectively, the "Licensed Road Area") and any time and from time to time thereafter, which installation and construction will include, without limitation: electrical power transmission line(s) to be encased in concrete and back-filled with appropriate material; cables and associated equipment, including without limitation, vaults, splice pits, cabinets, handholes, conduits, fiber optics, cables, wires, lines and other conductors of electricity of any nature; control, communications, data, fiber optic, and radio relay systems and telecommunications equipment; all for the purpose of transmission of electricity (collectively, the "Transmission Line Facilities"). The License granted by this Agreement shall not be revocable except upon the termination of this Agreement pursuant to the express provisions hereof or by operation of law.

(b) The Town's grant of the License is conditioned on the Company receiving, prior to construction, the requisite New York State Public Service Commission ("PSC") approval of the Project pursuant to Article VII of the New York Public Service Law. The License granted hereunder shall apply to the final route, design and right-of-way widths approved by the PSC. The preliminary Project route, design and right-of-way widths are detailed in the "Preliminary Route Map" set forth in Appendix A attached hereto and the "Preliminary Trench Cross-Section Drawings" set forth in Appendix B attached hereto.

2. **Fee for License.** As consideration for the License granted under this Agreement, the Company agrees to pay the Town a fee (the "Fee") equal to FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00) per calendar year starting on the date the Company commences the construction of any portion of the Project located within the Town of Beekmantown (the "Commencement Date"), except that the first and last Fee payments shall be pro-rated as described below. The Fee for any calendar year shall be due and payable by January 1 of such calendar year, except that the first Fee payment shall be due and payable by the date thirty (30) days before the Commencement Date, unless otherwise agreed. The amount of the first Fee payment shall be pro-rated by multiplying \$420,000.00 by a fraction, the numerator of which is the number of full and partial calendar months that remain in the calendar year on the Commencement Date (including the calendar month in which the Commencement Date occurs), and the denominator of which is twelve (12). The amount of the last Fee payment shall be pro-rated by multiplying \$420,000.00 by a fraction, the numerator of which is the number of full and partial calendar months that have occurred in the calendar year as of the date of termination of this Agreement for any reason (the "Termination Date") (including the calendar month in which the Termination Date occurs), and the denominator of which is twelve (12).

3. **General Conditions for Work in the Licensed Road Area.**

(a) The Company shall carry out, or cause to be carried out, all work in connection with the Transmission Line Facilities on, in, under or near the Roads in a safe, responsible and diligent manner and in accordance with all applicable laws and good, workmanlike standards in the industry and geographical area where the Roads are located. The Company shall provide the Town a copy of any written safety or similar other procedures that it or any of its contractors or subcontractors shall utilize in the completion of work on the Transmission Line Facilities prior to such work commencing.

(b) The Company shall require its contractors to comply with the one-call notification requirements of "Dig Safe NY" set forth in New York State Code of Rules and Regulations Part 753 "Protection of Underground Facilities" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, prior to construction of, or any other work on, any Transmission Line Facilities in, on or under the Roads.

(c) Representatives from the Town and Town's Independent Engineer, Maser Consulting P.A., may enter the Project site at any time to inspect the work being carried out on, in or under the Roads, provided such representative complies with all requirements applicable under Project permits to persons present at the construction site.

(e) In addition to the Fee set forth in Section 2 above, for damage caused to the Roads as a result of the actions of the Company or its contractors, the Company shall fund the resurfacing of the disturbed roadways through which the Transmission Line Facilities have been installed, from edge to edge, to the same (or better) surface composition as existed prior to the construction or repair of the Transmission Line Facilities, to the maximum degree reasonably practicable. Such work shall be carried out in accordance with the Town's then-applicable specifications for road resurfacing ("Resurfacing Specifications"). The Town's Resurfacing Specifications may change from time to time. The Town's current Resurfacing Specifications are set forth in Appendix C attached hereto. The Company shall pay to the Town the cost of the resurfacing activities set forth in clauses 4, 5 and 6 of Appendix C ("Long-Term Resurfacing"), assuming that the Town agrees to undertake the Long-Term Resurfacing at the Company's expense, or cause a third party retained by the Company to perform the Long-Term Resurfacing to the specifications of the Town for similar work, as the same may change from time to time. Roads shall be resurfaced at the Company's expense weather permitting and assuming product is available for resurfacing roads in general, and during such times that product is not available, temporary resurfacing shall be applied, and Long-Term Resurfacing shall be performed when product is available. The scope of work for temporary resurfacing and repair shall be determined by the Town of Beekmantown Highway Superintendent ("Town Highway Superintendent") similar to other similar work on other Town roads and consistent with the Town's Resurfacing Specifications. The foregoing resurfacing obligations of the Company shall extend to (i) damage to the Roads during the initial construction of the Transmission Line Facilities as provided in Section 4 of this Agreement, (ii) damage to the Roads appearing after construction of the Transmission Line Facilities resulting from such construction, as well as maintenance and repair of the Transmission Line Facilities, all in accordance with Section 5 of this Agreement, or (iii) damage to the Roads during removal of the Transmission Line Facilities, if any, upon termination of the License as provided in Section 6 of this Agreement.

(f) Within ninety (90) days after the Transmission Line Facilities are completely installed in the Licensed Road Area, the Company shall provide to the Town a proposal (the "Long-Term Resurfacing Proposal") for the cost of the Long-Term Resurfacing. The Town shall have the option of determining whether the Long-Term Resurfacing is 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 Long-Term Resurfacing 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 Long-Term Resurfacing 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 Long-Term Resurfacing, notwithstanding paragraph 3(e) 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 Long-Term Resurfacing Proposal, and the Town shall cause the Long-Term Resurfacing to be performed at the Town's actual cost (whether or not equal to the repair cost set forth in the Long-Term Resurfacing Proposal).

#### **4. Initial Construction of the Facilities.**

(a) Prior to conducting any construction or preparing construction areas on the Roads (other than surveying and measuring), the Company shall provide the Town with a written timetable setting forth the construction and operation schedule, including the proposed traffic management plan that the Company intends to submit for PSC approval in the Article VII proceeding, which proposed traffic management plan shall be subject to the approval of the Town Highway Superintendent, which approval will not be unreasonably withheld, conditioned or delayed. From time to time, the Company may make updates to the schedule, and shall provide the Town with any such updates to the written timetable in a timely manner.

(b) At any time after the execution of this Agreement and after obtaining the insurance coverage required by Section 8 of this Agreement, the Company, on at least forty-eight (48) hours prior written notice to the Town, may access the Roads to conduct surveys and measurements related to the proposed route of the Transmission Line Facilities.

(c) The Company shall notify the Town Highway Superintendent or its designee in writing at least 10 business days prior to commencing the construction of any Transmission Line Facilities in, on or under the Roads.

(d) The Company shall within 90 days after completing the work on the Roads forward to the Town a survey plan of the Transmission Line Facilities and a copy of the as-built drawings including location and depth of the Transmission Line Facilities.

5. **Repair and Maintenance after Construction.** Subject to the provisions hereof, the Company shall have the right to enter upon the Roads at the area where the Transmission Line Facilities are located for purposes of maintenance of the Transmission Line Facilities, to carry out repairs on, replacement of, additions to, or removal of the Transmission Line Facilities, and/or to carry out repairs of damage to the Roads appearing after construction of the Transmission Line Facilities resulting from such construction, in either case upon giving fourteen (14) days written notice to the Town. In case of emergency, no prior notice shall be required, but the Town shall be advised of such emergency and remedial work as soon as possible.

6. **Abandonment or Termination of the License.**

(a) If the Company has not commenced construction of the Transmission Line Facilities (such construction being defined for purposes of this Section 6 as excavation of a trench for the installation of the Transmission Line Facilities) within thirty-six (36) months following the later of a Notice to Proceed with Construction issued by the PSC or the receipt of the last regulatory approval necessary for the construction and operation of the Project, then the License shall be deemed abandoned and this Agreement shall terminate.

(b) On or before June 30 of any calendar year, the Company may give the Town written notice of termination of this Agreement and the License granted hereunder ("Termination Notice"). Such Termination Notice shall specify a Termination Date that is on or after January 1 of the next calendar year, and this Agreement and the License granted hereunder shall terminate on such specified Termination Notice. Should the Company terminate the Agreement, the

Company shall decommission the Transmission Line Facilities at its own expense consistent with the Decommissioning Plan approved by the PSC as part of the Project's Environmental Management and Construction Plan ("EM&CP") or otherwise (the "Decommissioning Plan").

(c) If the Company fails to perform any of its material obligations under this Agreement (except for the failure to make an annual payment when due pursuant to Section 2) and such default continues for a period of sixty (60) days after written notice thereof by the Town, the Town may terminate this Agreement and the License granted hereunder; provided, however, that such sixty (60) day period shall be extended for as long as such default is remediable and the Company is diligently pursuing such remedy; and provided further that if such failure by the Company to perform results in an emergency condition as determined by the Town Highway Superintendent on notice to the Company, the above sixty (60) day period shall be reduced to five (5) days or, if such default is remediable and the Company is diligently pursuing such remedy, ten (10) days.

(d) If the Company fails to make an annual payment when due pursuant to Section 2 and fails to cure such non-payment within sixty (60) days after it receives notice of non-payment from the Town, the Company shall be obligated to pay the Town a penalty of \$4,200.00 for each month that such failure continues after the sixty (60) day cure period, plus reimburse the Town for its reasonable attorneys' fees incurred as a result of such failure by the Company to make the annual payment. If the Company fails to cure the non-payment of all back charges and penalty payments for a period of two hundred seventy (270) days after the due date pursuant to Section 2, the Company shall cease using the Transmission Line Facilities. The Company may resume operation of the Transmission Line Facilities upon payment to the Town in full for all outstanding payments.

(e) Upon termination of this Agreement for any reason, the Company shall have no further obligation to pay the Fee set forth in Section 2 above, except for any Fee with a due date prior to the Termination Date.

(f) The Company represents that it will be obligated, after termination of this Agreement, to decommission Project facilities consistent with the Decommissioning Plan, and that such plan will include provisions intended to ensure that funds sufficient to cover the costs of the required decommissioning will be available at the time of decommissioning ("Decommissioning Security"). The Company agrees, during its preparation of the draft decommissioning plan before submitting it for PSC approval in the Article VII proceeding, to consult with the Town about the draft plan and provide copies thereof for Town input.

## **7. Company's Outreach to the Public.**

(a) The Company agrees that prior to initial construction of the Transmission Line Facilities in the Roads, the Company shall engage in the following public communication and outreach activities:

(i) The Company shall host a minimum of two (2) open houses to inform residents of the Town about the Project and its progress.

(ii) The Company shall host a website dedicated to the Project, and shall update the website regularly to provide the most up-to-date information available regarding the Project and contact information for Company representatives and relevant Town officials. The Company agrees that it shall respond to any inquiries made regarding the Project within two business days and shall follow up with any appropriate information as soon as reasonably practicable.

(iii) During the construction of the Transmission Line Facilities, the Company shall provide regular updates to the Town and its residents regarding the Project and its progress at the regularly scheduled Town Board meetings. If a Company representative is not available to attend any such regular Town Board meeting, the Company will provide a written update to the Town Supervisor within twenty-four (24) hours prior to such regular Town Board meeting.

(iv) The Company also shall engage in all outreach and public communication required by the PSC or other governmental agencies in connection with obtaining all necessary permits, approvals and certificates for the Project.

**8. Insurance.** A company licensed to do business in New York State and having a rating in Best's Insurance Reports of at least A- shall underwrite all policies required by this Agreement; provided however, such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies.

(a) The Company shall assure that the Company, its contractors and subcontractors, and any other person acting on the Company's behalf under this Agreement carry the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Licensed Road Area or the Converter Station, or acting pursuant to this Agreement, in such amounts as set forth below:

- (i) Workers Compensation Insurance as required under New York State law and Employer's Liability Insurance in a minimum coverage amount of \$500,000;
- (ii) Commercial General Liability Insurance in a minimum coverage amount of \$3,000,000 for a combined single limit for bodily injury and property damage, and \$5,000,000 in the aggregate;
- (iii) Environmental Liability in a minimum coverage amount of \$5,000,000;
- (iv) Umbrella coverage in a minimum coverage amount of \$5,000,000;
- (v) Commercial Auto Liability in a minimum coverage amount of \$1,000,000 for a combined single limit for bodily injury and property damage.

The insurance policies required under this subsection (a) shall name the Town as an additional insured with regard to the Licensed Road Area and the Converter Station, and all policies shall be primary and not contributory. The Town shall be provided 30 days' prior notice by the Company of cancellation or material change in the coverage or limits of any required policy.

The Company shall cause Certificates of Insurance, evidencing the above coverage and other requirements, to be provided promptly to the Town upon the Town's reasonable request.

(b) The Town shall assure that the Town, any person acting on the Town's behalf under this Agreement, and any third party under contract with the Town, carry the following insurance with one or more insurance carriers at any and all times such party or person is digging, excavating, or physically penetrating the ground on or about the Licensed Road Area, in such amounts as set forth below:

- (i) Workers Compensation Insurance as required under New York State law and Employer's Liability Insurance in a minimum coverage amount of \$500,000;
- (ii) Commercial General Liability Insurance in a minimum coverage amount of \$1,000,000 for a combined single limit for bodily injury and property damage, and \$2,000,000 in the aggregate;
- (iii) Commercial Auto Liability in a minimum coverage amount of \$1,000,000 for a combined single limit for bodily injury and property damage.

The insurance policies required under this subsection (b) shall name the Company as an additional insured with regard to the Licensed Road Area, and all policies shall be primary and not contributory. The Company shall be provided 30 days' prior notice by the Town of cancellation or material change in the coverage or limits of any required policy, by certified mail. The Town shall cause Certificates of Insurance, evidencing the above coverage and other requirements, to be provided promptly to the Company upon the Company's reasonable request.

(c) Waiver of Subrogation Rights: Each Party, on its own behalf and on behalf of anyone claiming by, through or under such Party, whether by way of subrogation or otherwise, shall waive any and all subrogation rights which it may now or hereafter have against the other and the parent, related and affiliated companies, the successors and the assigns of the other Party, in connection with this Agreement to the extent such subrogation rights are not the result of any intentional wrongful act or omission of the party causing such loss and are covered losses under the insurance provided hereunder.

## 9. 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 the construction, maintenance, repair, replacement or operation of the Transmission Line Facilities 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.

10. **Representations and Warranties.**

(a) Representations and Warranties of the Town. The Town represents, warrants, and covenants as follows:

(i) The Town is a New York municipal subdivision validly existing in the State of New York with the power and authority to enter into this Agreement and to grant the License to the Company;

(ii) The execution of this Agreement, and the fulfillment of its obligations under this Agreement, will not violate any applicable statute, law, ordinance, code, rule or regulation, restriction, or agreement binding upon or otherwise applicable to the Town;

(iii) The Town has taken all actions and obtained all approvals, in accordance with all applicable laws, to execute and deliver this Agreement, and perform its obligations under this Agreement;

(iv) The Town has not in this Agreement, nor in any schedule, exhibit, document or certificate delivered in accordance with the terms hereof, made any untrue statement of a material fact or failed to state a material fact; and

(v) There are no actions, suits, or proceedings pending or threatened against the Town, which would, if adversely determined, affect the ability of the Town to enter into this Agreement or to fulfill its obligations under this Agreement.

(b) Representations and Warranties of the Company. The Company represents, warrants, and covenants as follows:

(i) The Company is a Delaware limited liability company, duly formed and authorized to do business in the State of New York with the power and authority to enter into this Agreement;

(ii) The execution of this Agreement, and the fulfillment of its obligations under this Agreement will not violate any applicable statute, law, ordinance, code, rule or regulation, any restriction, or agreement binding upon or otherwise applicable to the Company;

(iii) The Company has taken all actions and obtained all approvals, in accordance with all applicable laws, necessary to execute and deliver this Agreement and, prior to commencement of construction of the Transmission Line Facilities, the Company will have taken all actions and obtained all approvals necessary to perform its obligations under this Agreement.

(iv) The Company has not in this Agreement, nor in any schedule, exhibit, document or certificate delivered in accordance with the terms hereof, made any untrue statement of a material fact or failed to state a material fact; and

(v) There are no actions, suits, or proceedings pending or threatened against the Company, which would, if adversely determined, affect the ability of the Company to enter into this Agreement or to fulfill its obligations under this Agreement.

11. **Miscellaneous Provisions.**

(a) **Environmental Issues.** The Company shall not use, dispose of or release on or under the Licensed Road Area or other town lands or on lands adjacent thereto, or permit to exist or be used, disposed of or released, any substances (other than those the Company has been licensed or permitted by applicable authorities to use in the Licensed Road Area), which are defined as “hazardous materials” or “toxic substances” in federal, state or local laws, statutes or ordinances. Should any such hazardous material or toxic substance be accidentally released by the Company or others under its control, the Company shall notify the Town immediately after notifying the applicable governmental authority of such event. The Company shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to, penalties. The Company shall be responsible for, and shall comply with, all applicable laws and regulations as to any required permitting, licenses and fees related thereto concerning, relating to or arising from the Company’s use of the Licensed Road Area, the Transmission Line Facilities and this Agreement.

(b) **Compliance with Laws.** The Company agrees to abide by all New York local, New York State, and Federal laws and regulations, at its own cost.

(c) **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.

(d) **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.

(e) **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.

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

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) Security. As security for the Company's obligations under this Agreement, the Company agrees to post a security deposit ("Security Deposit") in an amount equal to FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00). The form of the Security Deposit shall be at the Town's discretion, and it may be in the form of one of the following: funds deposited into an FDIC-insured bank within the Town; a letter of credit issued by a financial institution rated A or better by S&P or A3 or better by Moody's; a bond issued by a financial institution meeting the above ratings criterion or a surety that has a rating in Best's Insurance Reports of at least A-VIII; or a corporate guaranty from an entity with a market capitalization, as evidenced by its publicly available audited financials, of a least 100 times the value of the Security Deposit. The Company shall post the security deposit at least thirty (30) days prior to the start of construction of the Transmission Line Facilities. Any amounts owed by the Company to the Town under this Agreement and not paid to the Town by the Company within sixty (60) days of becoming due and payable may be satisfied by a draw by the Town on the security deposit, but in no event in an amount greater than the then-existing balance thereof. The Company shall replenish the security deposit to the above amount (or to such lesser amount if mutually agreed by the parties) promptly after any amount thereof is drawn on by the Town. In the event this Agreement is terminated, the Town, within sixty (60) days after such

termination, shall pay to the Company the then-existing balance of the security deposit, less any amounts the Town is entitled to draw therefrom at such time.

(n) 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. Nothing in this paragraph shall be interpreted to deny the Town its right to seek injunctive relief from a court of competent jurisdiction as expressly provided in Section 6(d).

(o) Heavy Vehicle Use of Town Roads. Nothing in this Agreement shall be interpreted to authorize the Company to drive on Town roads with heavy vehicles to transport equipment to the construction site for the Converter Station, which the Parties intend will be subject to a separate agreement.

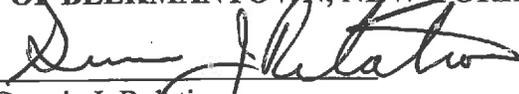
(p) Effective Date. The Parties agree that this Agreement, once signed, will become effective only after all of the following contingencies are satisfied and written notice evidencing the same is provided to the Town by the Company:

- (i) The Company has paid the Town the first Fee payment, as referenced in Section 2 of this Agreement;
- (ii) The Company has posted the security deposit referenced in Section 11(m) of this Agreement;
- (iii) The separate agreement regarding heavy vehicle use on Town roads referenced in Section 11(o) of this Agreement is executed; and
- (iv) The PSC has issued an Article VII Certificate of Environmental Compatibility and Public Need and approved an EM&CP for the portion of the Project in the State of New York.

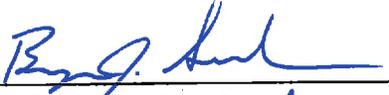
(q) Further Assurances. Each Party agrees to execute and deliver such further documents, instruments and agreements and perform such acts as may be reasonably requested by any other Party in order to effectuate this Agreement. Nothing in this Agreement shall be interpreted to deny or hinder the Town's right to intervene and participate in the PSC Article VII proceeding on the Project.

CONSENTED AND AGREED TO AS OF THE DATE FIRST SET FORTH ABOVE.

**TOWN OF BEEKMANTOWN, NEW YORK**

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

**VERMONT GREEN LINE DEVCO, LLC**

By:   
Name: Bryan J. Sandersen  
Title: President

**Appendix A**

**“Preliminary Route Map”**

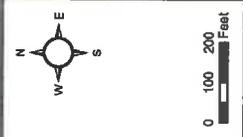
*[to be attached]*



- Proposed HVDC Land Cable Route
- 30-Foot Permanent Easement
- Public Road

**Note:** Figure does not include the location of off-right-of-way features that will be located on private property and specified at a later date. These features include: joint bays, horizontal directional drill and jack-and-bore stabling areas, laydown areas.

Base Map: NYS Office of Information Technology Services, 2014  
 Source: TRC, 2016; Roads, NYS GIS Program Office, 2015



**VERMONT GREEN LINE**

Proposed Route Centerline and Easement in Besikmantown, NY  
 Figure 1  
 Sheet 1 of 6

Prepared on 5/5/2016 by:



- Proposed HVDC Land Cable Route
- - - 30-Foot Permanent Easement
- Public Road

**Note:** Figure does not include the location of off-right-of-way features that will be located on private property and specified at a later date. These features include: joint bays, horizontal/directional drill and jack-and-bore staging areas, laydown areas.

Base Map: NYS Office of Information Technology Services, 2014  
 Source: TRC, 2016; Roads, NYS GIS Program Office, 2015



VERMONT GREEN LINE

Proposed Route Centerline and Easement in Beekmantown, NY  
 Figure 1  
 Sheet 2 of 6

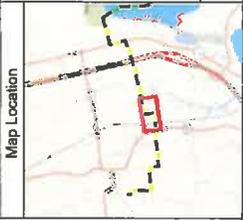
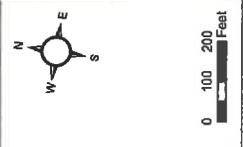
Prepared on 5/5/2016 by:



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- Public Road

**Note:** Figure does not include the location of off right-of-way features that will be located on private property and specified at a later date. These features include: joint bays, horizontal directional drill and jack-and-bore staging areas, laydown areas.

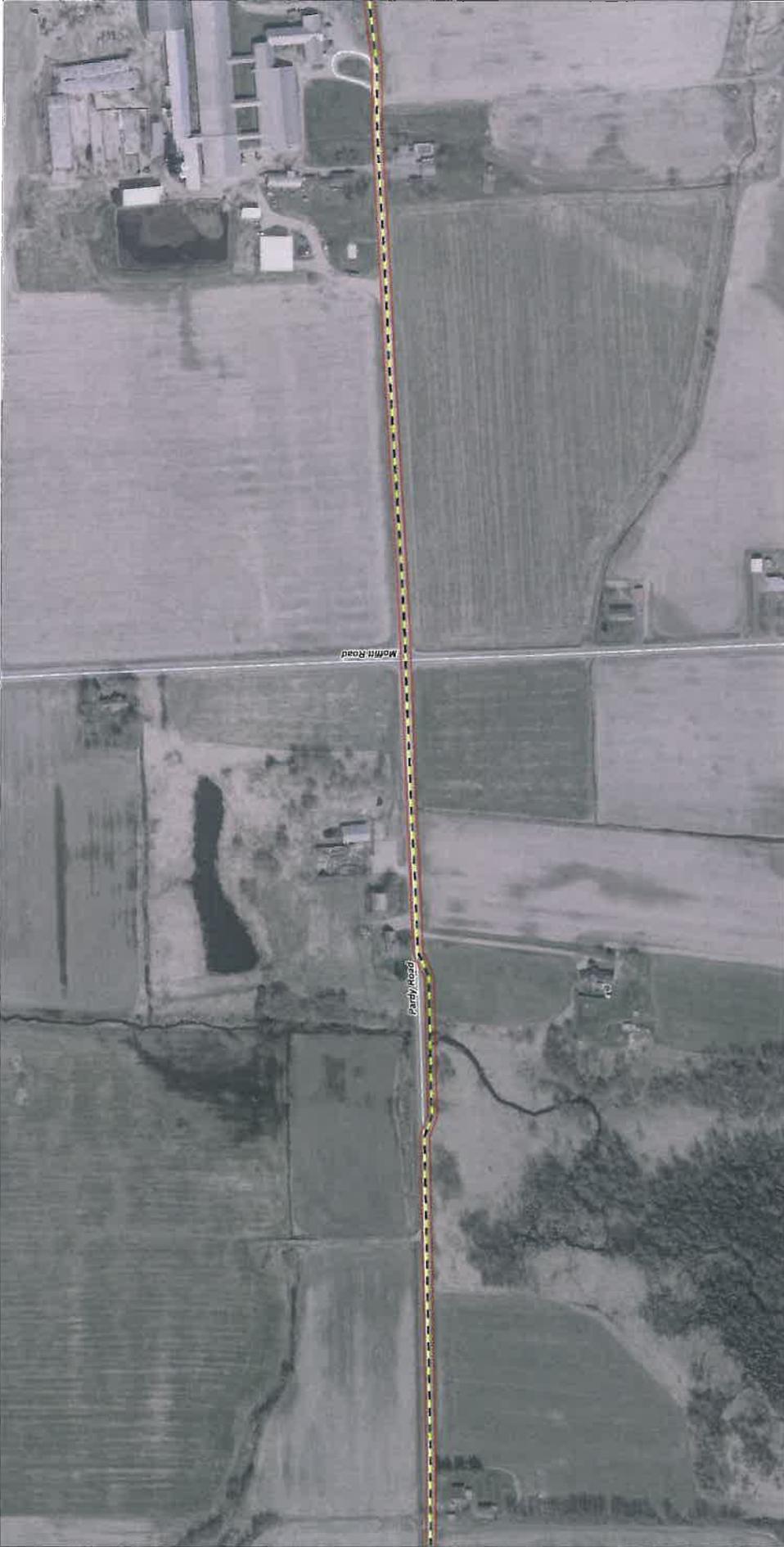
Base Map: NYS Office of Information Technology Services, 2014  
 Sources: TRC, 2016; Roads, NYS GIS Program Office, 2015



**VERMONT GREEN LINE**

Proposed Route Centerline and Easement in Beekmantown, NY  
 Figure 1  
 Sheet 3 of 6

Prepared on 5/5/2016 by:



Proposed HVDC Land Cable Route  
 30-Foot Permanent Easement  
 Public Road

**Note:** Figure does not include the location of off right-of-way features that will be located on private property and specified at a later date. These features include: joint bays, horizontal directional drill and jack-and-bore staging areas, laydown areas.

Base Map: NYS Office of Information Technology Services, 2014  
 Source: TRC, 2016; Roads, NYS GIS Program Office, 2015

**VERMONT GREEN LINE**  
 Proposed Route Centerline and Easement in Beekmantown, NY  
 Figure 1  
 Sheet 4 of 6  
 Prepared on 5/5/2016 by **CTRC**

Map Location

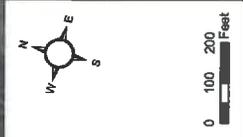
0 100 200 Feet



- Proposed HVDC Land Cable Route
- 30-Foot Permanent Easement
- Public Road

**Note:** Figure does not include the location of off right-of-way features that will be located on private property and specified at a later date. These features include: joint bays, horizontal directional drill and jack-and-bore staging areas, laydown areas.

Base Map: NYS Office of Information Technology Services, 2014  
 Source: TRC, 2016; Roads, NYS GIS Program Office, 2015



**VERMONT GREEN LINE**

**Proposed Route Centerline and Easement in Beekmantown, NY**  
 Figure 1  
 Sheet 5 of 6

Prepared on 5/5/2016 by: **CTRC**



**VERMONT GREEN LINE**

Proposed Route Centerline and Easement in Beekmantown, NY  
Figure 1  
Sheet 6 of 6

Prepared on 05/20/16 by **CTRC**

Map Location

- - - Proposed HVDC Land Cable Route  
 - - - Proposed HVDC Underwater Cable Route  
 - - - 30-Foot Permanent Easement  
 - - - Public Road

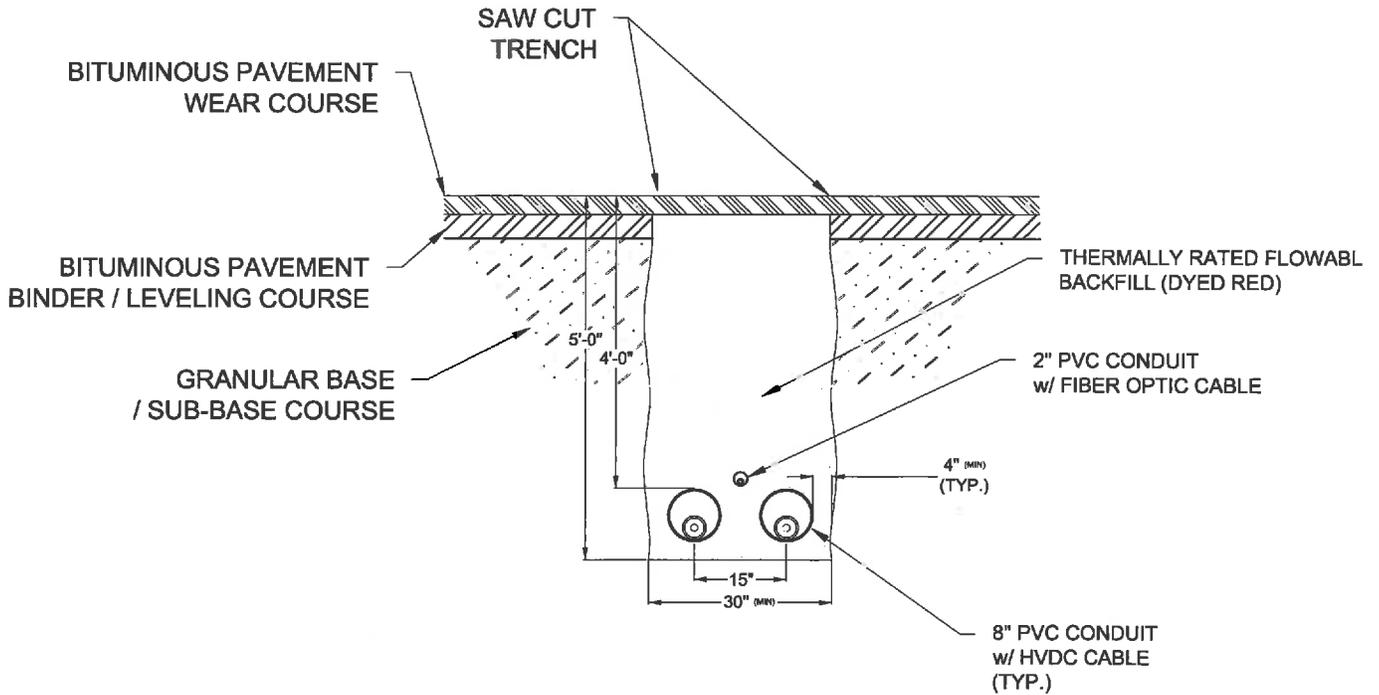
**Note:** Figure does not include the location of off right-of-way features that will be located on private property and specified at a later date. These features include: joint bays, horizontal directional drill and jack-and-bore sagging areas, laydown areas.

Base Map: NYS Office of Information Technology Services, 2014  
Source: TRC, 2016; Roadk, NYS GIS Program Office, 2015

**Appendix B**

**“Preliminary Trench Cross-Section Drawings”**

*[to be attached]*



\*\*\*NOTE: ALL DIMENSIONS ARE APPROXIMATE\*\*\*

**MUNICIPAL ROAD  
CABLE IN PAVEMENT**  
SCALE: 1:30



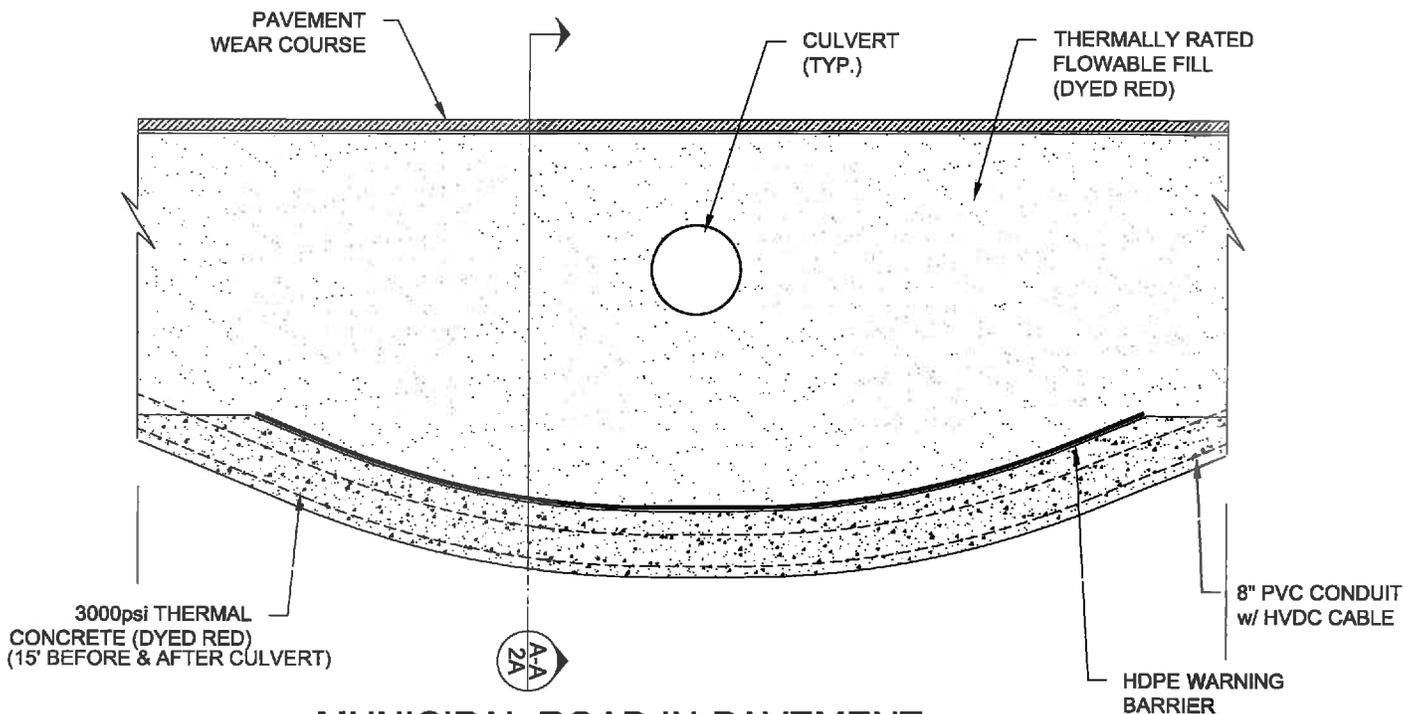
*Patrick M. Convery*  
4/4/2016



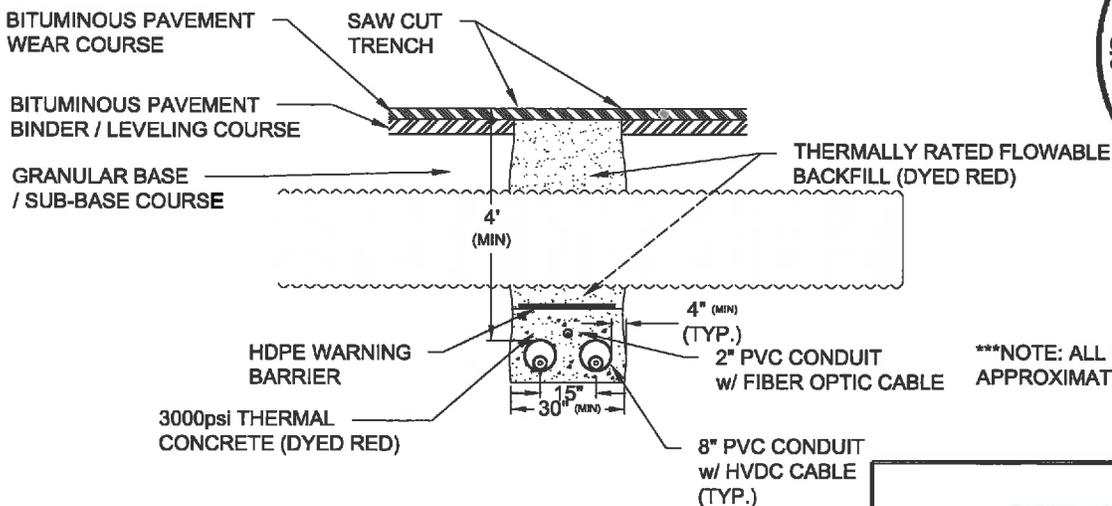
**Cornerstone**  
Energy Services  
PROFESSIONAL SERVICES IN NEW YORK  
PROVIDED BY: ENERGY INFRASTRUCTURE ENGINEERING, OFC.

REVISION No.	DATE
DRAWN BEC	DATE 3/30/2016
CHECKED REH	DATE 3/30/2016
APPROVED	DATE
SCALE: 1" = 30'	

VERMONT GREEN LINE  
MUNICIPAL ROAD CABLE IN PAVEMENT SECTION  
BEEKMANTOWN, NEW YORK  
Dwg No.: VTGL\_Detail Sheets\_Beekmantown.dwg



**MUNICIPAL ROAD IN-PAVEMENT  
TYPICAL TRENCH (CULVERT CROSSING)**  
SCALE: 1:50



**MUNICIPAL ROAD IN-PAVEMENT  
SECTION (CULVERT CROSSING)**  
SCALE: 1:50



*Patrick M. Convery*  
4/4/2016

\*\*\*NOTE: ALL DIMENSIONS ARE APPROXIMATE\*\*\*

A-A  
2A

**VERMONT GREEN LINE**



REVISION No.	DATE		
DRAWN	BEC	DATE	4/04/2016
CHECKED	REH	DATE	4/04/2016
APPROVED		DATE	
SCALE: AS NOTED			

VERMONT GREEN LINE  
MUNICIPAL ROAD IN-PAVEMENT SECTION

BEEKMANTOWN, NEW YORK

Dwg No.: VTGL\_Detail Sheets\_Beekmantown.dwg

## Appendix C

### Town of Beekmantown Resurfacing Specifications

1. Backfill the ditch using flowable fill.
2. Stay 3" below the existing black top.
3. Remainder filled with Binder.
4. Final Top Coat: 2" of Topcoat the entire width of the road.
5. Shoulders: 3' wide and the material should be "1's and dust", and rolled.
6. The Town requests 1 freezing season to pass before numbers 4 and 5 above are done.