Agreement Between
Vermont Green Line Devco, LLC ("VGLD")
and
Town of Ferrisburgh ("Town")

Whereas, VGLD is preparing permit applications for the local, state and federal permits required to construct and operate the VGL Project, a proposed High Voltage Direct Current electric transmission line which includes approximately 6.0 miles of buried HVDC cable in the rights-of-way of Town roads; and

Whereas, VGLD recognizes that close cooperation with the Town of Ferrisburgh is important to the delivery of the benefits of the Project to the Town and to the success of the Project; and

Whereas, the Town believes that minimizing and mitigating any potential impacts within the Town from construction and operation of the Project is important; and

Whereas, in the interests of establishing a mutually beneficial long-term relationship between the Town and VGLD, the Parties agree that it is in their mutual interests to reach understandings with respect to certain aspects of the Project; and

Whereas, VGLD and the Town are currently negotiating in good faith a Host Town Agreement;

Therefore, VGLD shall pay Town-selected experts for engineering, plan review, survey, real property valuation and legal support to negotiate the terms of a Host Town Agreement and assess the proposed preliminary design and permitting by local, regional, state and federal authorities including but not limited to the Vermont Public Service Board, of the VGL Project on rights-of-way of Town roads, up to a cap of $40,000 in 2016. If the preliminary design and permitting processes extend beyond Dec. 31, 2016, or the Project in Ferrisburgh expands to anything other than buried cable in the town and VTRANS rights-of-way, VGLD and the Town agree that an additional payment cap for the work of Town-selected experts after Dec. 31, 2016 will be negotiated. Invoices from the experts will be paid directly and timely by VGLD to the experts pursuant to an escrow agreement and from an escrow account in the original amount of $40,000 established by VGLD with a third party escrow agent to be agreed upon by the parties and located in the State of Vermont. Delinquency of payments by VGLD may be cause for the Town to suspend cooperation with VGLD or withdraw support for the VGL Project, which actions will not forgive VGLD from its duty to pay all invoices. These payments by VGLD of Town-selected experts do not include experts' work for review of detailed design plans or specifications, or the construction or operational periods of the Project, which payments will be subject to conditions in the Host Town Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed

as of April 19, 2016.

VERMONT GREEN LINE DEVCO, LLC:

By: _____
Duly Authorized Agent

Name: Edward N. Krapels

Title: Manager

TOWN OF FERRISBURGH:

By: Loretta Lawrence
Duly Authorized Agent

Name: Loretta Lawrence

Title: Select Board Chairperson

[Invoice Pmt Agreement Ferrisburgh - VGLD v5 FINAL, 04-15-2016.docx]