

STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF FORESTS, PARKS & RECREATION

LICENSE

This license is made by and between the State of Vermont, hereinafter called "State," by its Department of Forests, Parks and Recreation pursuant to 10 V.S.A. § 2606(b), and Vermont Green Line Devco, LLC of 401 Edgewater Place, Suite 680, Wakefield, MA 01880, hereinafter called "Licensee."

It is mutually agreed by and between the parties, in consideration of, and under, the terms and conditions set forth below that the State grants Licensee the use of the licensed parcel for the sole purpose of the licensed activity as both are described below.

Licensee is authorized to use lands of the State described in Appendix A, for the sole purpose of installing, inspecting, operating, maintaining, repairing, reconstructing and removing a subsurface electric transmission line, or lines, for the transmission of electricity, and a subsurface communications line or lines for the transmission and/or distribution of data, information, video, voice, and other communications consisting of underground cables, wires, service cables, conduits, pipes, manholes, and other related fixtures and appurtenances, said lands being generally described as follows:

A portion of Kingsland Bay State Park located in the Town of Ferrisburgh, Vermont, said parcel described as a utility right-of-way 30 feet in width centered on the licensed electric transmission line extending into Kingsland Bay State Park from Hawkins Road and thence proceeding northerly and northwesterly approximately 840 feet until reaching the shore of Lake Champlain, as well as an improved access way located parallel and adjacent to the utility right-of-way and temporary construction work space as more specifically described and depicted on the map in Appendix A.

The terms, conditions, and covenants agreed to are:

1. TERM: The term of this license shall be ten (10) years and shall commence on the date that the Vermont Public Service Board issues a Certificate of Public Good for Licensee's high voltage electric transmission line project known as the "Vermont Green Line Project." The Licensee shall have the option to extend the license for up to three (3) successive ten year terms at a fee to be negotiated sixty (60) days prior to the end of each term upon thirty (30) days written notice to the State. The fee for each subsequent term may not exceed the then-existing fee assessed for other electric transmission line projects located on State property. Unless, during the term of this License, Licensee has failed to timely comply with all terms and conditions of this License as contained or referenced herein or has otherwise defaulted under the terms of this License, the State agrees to issue a renewed license term subject to the requirements and limitations of this section.
2. FEE: The Licensee covenants and agrees with the State that Licensee shall pay or cause to be paid to the State, the sum of Fifty Dollars (\$50.00) for the privileges specified herein. Licensee further covenants and agrees to pay the State \$1680 based on Two Dollars (\$2.00) per linear foot for the licensed electric transmission line. Said fees shall be paid within 30 days of the date that the Vermont Public Service Board issues a Certificate of Public Good for this project. Additional one-time fees related to the construction and installation of the transmission line are described in Appendix B of this License Agreement.

3. SPECIAL TERMS AND CONDITIONS: This license shall be subject to the following special terms and conditions. Additional special terms and conditions relating to the construction and installation of the licensed facility are described in Appendix B of the license which are attached herein and incorporated into this License by reference.
- a. Licensee may conduct such emergency and routine or scheduled maintenance operations as it shall find reasonably necessary without State approval but shall make all reasonable efforts to notify and consult with the State and any other parties authorized by the State to use the licensed premises for other approved uses at least 12 hours prior to commencing such work. Such operations shall include the unscheduled trimming of trees and the removal of dead trees, severing of brush, removal of debris, and other routine or scheduled maintenance activity. In order to minimize impact on the Park and avoid conflicts with park users and activities, Licensee shall notify and coordinate with the State prior to any planned cutting of live trees, digging to access cables and equipment, or other major planned work and shall backfill, reseed with a seed mix free of non-native invasive plant seeds approved by the State, and stabilize any disturbed area as necessary with weed-free mulch to the satisfaction of the State.
 - b. Licensee shall have the right to enter upon such right and easement for the purpose of exercising any of the rights granted herein, provided that said right must be exercised in a careful manner, and any damages to the property of the State caused by the Licensee as may be determined by the State shall be borne by the Licensee.
 - c. The State shall retain the right to utilize the ground above the underground electric transmission line cables, duct bank and splicing joint bays, and conduits as may be constructed, erected, replaced, and maintained upon such licensed area, provided such use shall not interfere with the rights granted herein, nor create, based on Licensee's reasonable judgment, a safety hazard.
 - d. The State covenants and agrees not to construct or erect buildings or structures of any kind upon such licensed area, without permission from an executive officer of the Licensee, or take any other action that would reduce the clearance of Licensee's conductors below safety levels considered reasonable in the Licensee's opinion. The State shall not make any material physical changes to the licensed area without prior consultation with Licensee.
 - e. The Licensee shall have the duty to inform the State of its discontinued use of a specific line, or lines, for the purpose contemplated herein. Pursuant to such notice, State shall have the right to terminate this license agreement pertaining to said line, upon thirty (30) days written notice. Licensee shall have one hundred eighty (180) days from the date of termination of the license to remove its cables, and/or wires and appurtenances thereof, or abandon all or some of the property in place. Title to any property not removed within the one hundred eighty (180) day period shall vest in the State. If Licensee fails to complete removal of all the cables, and/or wires and appurtenances at the end of 180 days and/or fails to restore the licensed area to the State's satisfaction, the Licensee shall reimburse the State's cost to complete this work. This provision is in addition to, and not in limitation of, any other remedies available to the State at law, in equity, or through administrative proceedings in the event Licensee fails to complete removal and/or restoration of the facilities and licensed premises.

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- f. Licensee shall revise, modify and update drawings indicating accurate and specific locations of all licensed facilities, and provide copies to the State no later than thirty (30) days after the completion of any modifications or revisions to the licensed facility.
4. MAINTENANCE: The premises being used shall be maintained in a condition satisfactory to the State, including, but not limited to, removal of any trash or rubbish which shall appear within the licensed area. Licensee shall remove any and all equipment and personal property, which may have been placed upon the premises within 180 days of termination of the license, and shall clean and restore the site to the satisfaction of the State.
5. NON-EXCLUSIVITY: This license shall not be exclusive. The State reserves the right to use, or allow others to use, any part of the licensed area provided such use does not unreasonably interfere with the privileges hereby authorized to Licensee.
6. LIABILITY: The Licensee will act in an independent capacity and not as officers or employees of the State.

The Licensee shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Licensee or of any agent of the Licensee. The State shall notify the Licensee in the event of any such claims or suit, and the Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement, the Licensee may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Licensee shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Licensee.

The Licensee shall indemnify the State and its officers and employees in the event the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Licensee.

Before commencing work under this License the Licensee must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Licensee to maintain current certificates of insurance on file with the state through the term of the License.

Workers' Compensation: With respect to all operations performed, Licensee shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Minimum employers' liability limits are to be \$100,000/\$100,000/\$500,000.

General Liability and Property Damage: With respect to all operations performed under the License, Licensee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises-Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be an occurrence form and limits shall not be less than:

\$1,000,000	Per Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Product/Completed Operations Aggregate
\$ 50,000	Fire/Legal/Liability

Licensee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this License.

Claims-Made Policy holders shall submit the current policy's retroactive term date, additional insured status, and policy terms to the State of Vermont. On an **annual basis** Licensee shall certify this policy is still in effect. Licensee shall notify the State of Vermont immediately if this policy is cancelled and/or replaced with an occurrence form. If the Claims-Made policy is cancelled, licensee is required to purchase an Extended Reporting Period for a minimum period of three years. The terms of the Extended Reporting Period are to be provided promptly to the State of Vermont.

Automobile Liability: Licensee shall carry automobile liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the License. Limits of coverage shall not be less than \$1,000,000 combined single limit.

Evidence of compliance with these minimums, shown by completion of a certificate of insurance showing policies and carriers reasonably acceptable to the State, must be received prior to the License effective date. The State requires a thirty-day prior notice of any cancellation or revision to the described policies.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Licensee for the Licensee's operations. These are solely minimums that have been established to protect the interest of the State.

7. ASSIGNMENT: This license is issued to the Licensee herein named, and is not assignable without prior written permission of the State.
8. PERMITS, RULES, AND REGULATIONS: The terms of this licensed are conditioned upon the receipt of a Certificate of Public Good from the Vermont Public Service Board authorizing site preparation and construction of the Project. The license is terminated if this condition is not met. Licensee shall obtain and maintain, at its own expense, any and all other permits or licenses for the licensed activity and the Licensee shall comply with the terms or conditions of any of those permits or licenses. Additionally, Licensee acknowledges and understands that the licensed parcel is subject to federal 6(f) requirements associated with the federal Land and Water Conservation Fund program and shall cooperate with the State to insure full compliance with all associated program requirements and regulations.
9. SUITABILITY OF PREMISES: Acceptance of this license by Licensee shall be prima facie evidence that Licensee accepts the suitability of the premises for its purposes, and the use thereof by Licensee shall attest such suitability.

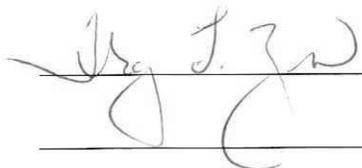
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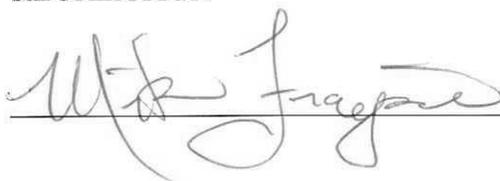
10. BUILDINGS AND STRUCTURES: No buildings or structures shall be erected upon the licensed area, other than those specifically authorized and only in strict accordance with Section 3.d. of this License.
11. HERBICIDES: Licensee shall not use herbicides, other pesticides, growth inhibitors, or other toxic chemicals on the licensed parcel without prior approval from the State.
12. VEGETATION: No trees or other vegetation may be removed from the site without prior approval from the State except as expressly provided herein.
13. TAXES: Certification under 32 V.S.A. § 3113 - The Licensee hereby certifies, under the pains and penalties of perjury, that Licensee is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date the Licensee signs this contract, and to affirm, in accordance with 15 V.S.A. § 795 (where applicable) that all obligations in regard to child support are in good standing or that there is compliance with a payment plan approved by the Vermont Office of Child Support Services, and is in good standing with respect to any unpaid judgment issued by the judicial bureau or district court for fines or penalties for a violation or criminal offense.
14. TERMINATION: The State may terminate this license upon 60 days' notice in the event that the Licensee violates or fails to fulfill any term or condition contained in this License or if the Licensed State Property due to acts or omissions of Licensee does not meet State or federal laws, regulations, guidelines, standards or requirements applicable to electric transmission facilities. The State shall give the Licensee thirty (30) days to cure the default stated in the notice of termination, or, if the nature of the violation is such that more than thirty (30) days are reasonably required for its cure, Licensee may request in writing a reasonable time to bring such violation into compliance for approval by Licensor. Upon termination, the State shall make a financial adjustment to the Licensee by mutual agreement, but in no event to exceed any payment due the State in the particular license period that such cancellation may occur. Licensee's obligation to indemnify and hold Licensor harmless under this License shall survive termination or expiration of this License.
15. PREVIOUS AGREEMENTS: This writing supersedes and takes precedence over all other agreements written or oral, regarding the subject matter of this license and it is intended by the parties hereto as the final, complete, and exclusive expression of their agreement.

The State of Vermont, Department of Forests, Parks and Recreation is prohibited by 10 V.S.A. § 2606 (b) from granting leases without prior approval of the General Assembly. Such approval has not been granted as of the date hereof. It is understood, therefore, that notwithstanding the terms and conditions set forth herein relating to the term or period of time, that unless or until legislative approval is granted, this instrument shall be construed as a license only, terminable at the pleasure of the State.

IN PRESENCE OF:



STATE OF VERMONT
DEPARTMENT OF FORESTS, PARKS AND
RECREATION



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Witnesses

Mike Fraysier, ANR Lands Director

STATE OF VERMONT)
WASHINGTON COUNTY) At Waterbury, in said county, this 26TH day of SEPTEMBER A.D., 2016, personally appeared Mike Fraysier, ANR Lands Director of the Department of Forests, Parks and Recreation, and acknowledged the foregoing instrument by him subscribed to be his free act and deed and the free act and deed of the State of Vermont.

Before me, [Signature]
Notary Public
Commission Expires FEB. 10, 2019

IN PRESENCE OF:

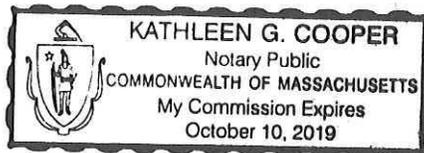
VERMONT GREEN LINE DEVCO LLC

[Signature]
JOHN-PAUL KWASIE
Witnesses

[Signature]
Authorized Representative

STATE OF MASSACHUSETTS)
Middlesex COUNTY) § At Waxfield, in said county, this 22nd day of September A.D. 2016, personally appeared Bryan Sanderson and acknowledged the foregoing instrument by him to be his free act and deed and the free act and deed of the Commonwealth of Massachusetts,

Before me, [Signature]
Notary Public
Commission Expires October 10, 2019



Appendix B

Special Terms and Conditions Relating to Initial Construction and Installation Activities

1. **Construction Period and Phasing:** In order to minimize conflicts with state park operations and use, Licensee shall not conduct any construction or installation activities associated with the Vermont Green Line project at the Park from Memorial Day weekend through Labor Day weekend. Licensee will limit all site preparation, staging, drilling, excavation, and construction activity to this period. Construction shall be limited to no more than three phases. Phases shall be limited to the time period following Labor Day weekend and prior to Memorial Day weekend. Total time for all construction phases at the Park shall not exceed 180 days without an amendment to the license agreement providing for said extension year.
2. **Post-Construction and Restoration:** Upon the construction and installation of the Vermont Green Line Project, the licensed area shall be seeded with a seed mix free of non-native invasive plant seeds approved by the State, stabilized with weed-free mulch and weed-free gravel and restored to a natural appearance by the Licensee to the satisfaction of the State. Any post-construction and restoration activities if necessary may extend beyond the three construction phases described above, but in any event shall be completed as soon as reasonably possible during the subsequent construction period.
3. **Reimbursement of State Park Revenue:** Licensee shall reimburse the State a sum of \$20,000 for lost revenues associated with each construction phase when construction during such phase occurs in the months of September, October or November. This sum shall be paid to the State within thirty (30) days of the start of each construction phase. Licensee shall also reimburse the State a sum of \$20,000 for additional lost revenue associated with any post-construction or restoration activities that occur in each additional construction phase when construction during such phase occurs in the months of September, October or November.
4. **State Park Improvements:** Upon the "Commercial Operation Date" of the Vermont Green Line, which is the date that the line has been energized for testing and commissioning and all testing and commissioning has been completed, Licensee shall provide the State with a sum of \$500,000 which the State will use for needed state park improvements including enhancements to the transportation infrastructure, park structures, utility systems, site restoration, and other park improvements.
5. **Public Outreach Plan:** At least Ninety (90) days prior to the start of the initial construction phase, Licensee will complete for the State's review and approval a comprehensive public outreach plan regarding their planned use of the Park such approval will not unreasonably withheld. The outreach plan will identify key stakeholders to contact regarding this project including but not limited to the Lake Champlain Committee, adjacent and nearby landowners, individuals who moor their boats in Kingsland Bay, and the local community and will outline measures to be taken to notify these stakeholders of the Licensee's planned construction and installation activities. Upon approval by the State and prior to any construction phase, Licensee shall fully implement the public outreach plan.