

Thorn C. Dickinson

Work History

Avangrid Networks, (f/k/a Iberdrola USA), Portland, ME

2011-present

Vice President – Business Development

- Responsible for creating and supporting business development and growth initiatives for Iberdrola USA. Growth initiatives include both green field development and mergers and acquisitions.
- M&A transactions included Connecticut Natural Gas, Southern Connecticut Gas, Berkshire Gas, Hartford Steam, NYSEG Solutions, Energetix and New Hampshire Gas.

2002-2011

Director Risk Management

- Assess and address the causes and effects of uncertainty and risk throughout the organization.
- Apply a variety of financial and statistical analysis and modeling approaches to accurately assess and make decisions about risk.
- Acquire adequate and cost effective risk financing for property, casualty, professional and environmental exposures for the company and its subsidiaries and oversee the claims management process.
- Identify the company's critical processes and ensure that there are tested contingency plans in place to restore those processes in case of a disaster.

1997-2002

Manager – Investor Relations

- Effectively communicate corporate strategy, financial results and expected performance to the investment community.
- Provide management information on financial markets, investor perspectives and peer performance.
- Develop, coordinate and present information to the investment community.

1997-2003

Manager of Rates and Revenue Requirements

- Responsible for state revenue requirement issues.
- Responsible for rate design development.

New York State Electric & Gas Corp., Binghamton, NY

1994-1997

Coordinator – Cost Support & Pricing

- Responsible for cost studies that support pricing strategies, profitability analysis, and regulatory compliance.
- Responsible for the testimony related to cost analysis in state and federal proceedings.
- Led a cross functional team charged with the development and application of models for the purposes of evaluating the risks and opportunities of a restructured competitive environment.

1991-1994

Staff Engineer – Planning & Procurement

- Performed financial analysis on supply and demand resources. One example of this analysis includes the analysis of how the corporation should comply with the Clean Air Act.
- Negotiated power purchase contracts with Non-Utility Generation. Kept these projects under control and moving forward from the initial contact with the developer through the contractual, engineering, construction, testing, commercial operation, and closeout phases of the project.

1988-1991

Field Engineer

- Managed a group responsible for the construction, operation, and maintenance of power delivery systems.
- Developed construction schedules, budgets, and determined manpower requirements for capital projects.
- Responded to customer concerns regarding voltage problems, system reliability, and equipment failure.
- Met with customers, other utilities, state, and county officials to coordinate work and to obtain permit approvals and easements.

Education

B.S. in Electrical Engineering

Union College, Schenectady, NY

Master in Business Administration

Syracuse University, Syracuse, NY

Eric N. Stinneford

Work History **Central Maine Power Company (CMP)**
83 Edison Drive, Augusta, Maine 04336

2007-present **Vice President, Controller & Treasurer**

- Responsible for executive and administrative functions of the Company, including regulatory relations, Electric Supply, rates and tariff administration, as well as the corporate functions of Controller and Treasurer.

2004-2006 **Director, Electric Supply**

- Managed the CMP departments responsible for administration of all wholesale purchases and sales of electricity, competitive retail supplier services and wholesale energy market settlement
- Directed CMP's activities in the procurement and administration of retail Standard Offer Service supply.
- Coordinated CMP's representation as a Participant in the New England Power Pool (NEPOOL) and ISO New England.
- Representative to the NEPOOL Participants Committee
- Vice Chairman of the NEPOOL Markets Committee

2000-2004 **Manager, Power Contracts Administration**

- Provided supervision to the daily administration of wholesale power purchase and sale agreements.
- Provided leadership and management of all Non Utility Generator contract restructuring activities.

1997-2000 **Director of Energy Trading and Marketing**

- Managed a 2,000 MW power supply portfolio to reliably and economically serve CMP's wholesale and franchise retail customer load requirements of approximately 10 billion kWh per year.
- Developed, implemented and managed CMP's wholesale energy trading strategy and power marketing initiatives.
- Directed new business development activities in the energy trading and marketing arena, and ensured energy trading activity was conducted in accordance with approved policies, procedures, strategies and limits.
- Represented CMP's marketing and trading interests in NEPOOL and other regional committees in which wholesale market rules are established and administered.

1994-1996 **Regional Marketing Director - Power Supply Department**

- Coordinated the wholesale marketing of bulk power and electric transmission services to customers outside of CMP's franchised service territory.
- Prepared power supply proposals in response to solicitations from investor and consumer owned electric utilities and negotiated resulting power sales contracts.
- Prepared solicitations of power supply proposals, evaluated responses and negotiated resulting power purchase contracts.
- Coordinated wholesale transmission marketing and contract development for Maine Electric Power Company (MEPCO), an affiliated transmission subsidiary of CMP.
- Oversaw preparation of state and federal regulatory filings required for wholesale bulk power transactions and provided supporting testimony.

Eric N. Stinneford
Page 2

- Represented CMP in the development of a New England Regional Transmission Group (RTG) to provide comprehensive planning of the regional transmission grid and determine the rules of access and pricing for regional wholesale transmission services.
- Coordinated CMP's participation in the investigation and development of joint power marketing ventures with other entities.

1989-1993 **Supervisor Energy Billing - Power Supply Department**

- Coordinated all aspects of CMP's capacity, energy and transmission interchange billing with the New England Power Pool (NEPOOL).
- Supervised the short-term marketing of wholesale bulk power, including daily, weekly and monthly purchases and sales of power among New England and Canadian electric utilities.
- Administered several special pricing agreements for electricity sales to major industrial retail customers at short-term marginal cost based rates.
- Prepared annual transmission service budgets for CMP and MEPCO.
- Represented CMP on various NEPOOL committees responsible for development of criteria and rules governing the provision and pricing of Pool services.

1985-1988 **Energy Billing Analyst - NEPOOL Billing & System Performance**

- Independently audited all NEPOOL capacity, energy and transmission service billings and sought retroactive adjustments for billing errors.
- Negotiated and analyzed contracts for short-term purchases and sales of wholesale bulk power.
- Developed and maintained computer and telemetry applications used in NEPOOL data communication and production cost analysis.

1981-1984 **Operating Assistant - Production/System Operations Department**

- Performed detailed review of NEPOOL energy billing statements using mainframe computer applications.
- Conducted economic analysis to evaluate potential wholesale power purchases and maintenance scheduling options.
- Provided technical support for the computer and telemetry systems of the Maine Satellite Dispatch Center.

Other Positions

Director – Vermont Yankee Nuclear Power Corp. 2003-2012
Director – Maine Electric Power Company 2011-present
Director – Kennebec Valley Chamber of Commerce 2013 -present
Commissioner – Maine Consensus Economic Forecasting Commission 2011-2018

Education

BA, Mathematics - Colby College 1981, *cum laude*

NECEC TRANSFER AGREEMENT

THIS NECEC TRANSFER AGREEMENT (the “Agreement”), dated as of _____, 2019 (the “Contract Date”), is by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation (“CMP”) and **NECEC TRANSMISSION LLC**, a Delaware limited liability company (“Project Entity”).

RECITALS

A. CMP is developing a 1,200 MW +/- 320 kV HVDC transmission line extending from the U.S. border at Beattie Township, Maine to a new direct current to alternating current converter station to be located in Lewiston, Maine and a 345 kV alternating current transmission line between the converter station and CMP’s substation at Larrabee Road, Lewiston, Maine to provide transmission service pursuant to certain transmission service agreements all being collectively known as the New England Clean Energy Connect transmission project (the “NECEC”). The NECEC includes, without limitation, real estate interests, transmission service agreements, land use permits, regulatory approvals and vendor contracts.

B. On June 13, 2018, CMP entered into the following seven (7) transmission service agreements (each a “TSA” and jointly the “TSAs”): Transmission Service Agreement between Central Maine Power Company and Fitchburg Gas and Electric Light Company d/b/a Unitil; Transmission Service Agreement between Central Maine Power Company and Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid; Transmission Service Agreement between Central Maine Power Company and Nstar Electric Company d/b/a Eversource Energy; Transmission Service Agreement (Unitil – 12.317 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (National Grid – 498.348 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Transmission Service Agreement (Eversource Energy – 579.335 MW) between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc.; Additional Transmission Service Agreement between Central Maine Power Company and H.Q. Energy Services (U.S.) Inc. The TSAs were accepted for filing by the Federal Energy Regulatory Commission (“FERC”) on October 19, 2018.

C. In order to address certain questions raised in the Maine Public Utilities Commission Proceeding, Docket No. 2017-00232 regarding the NECEC, CMP desires to convey the NECEC to the Project Entity, and the Project Entity desires to acquire the NECEC from CMP, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance of Real Estate Interests.

Subject to the terms and conditions of this Agreement, CMP agrees to convey, at the Closing, and the Project Entity agrees to accept, at the Closing, certain real estate interests sufficient to construct and operate a transmission line between Beattie Township, Maine and Lewiston, Maine together with land for the construction and operation of a converter station in Lewiston, Maine, together with real estate interests necessary to construct and operate a transmission line from the converter station to CMP's substation at Larrabee Road, Lewiston, Maine, and together with certain land acquired in connection with an eventual relocation of the Appalachian Trail in Bald Mountain Township T2 R3 BKP EKR, Somerset County, Maine (the "Real Estate Interests"). The Real Estate Interests consist of the following:

(a) A fee interest in an approximately 20-acre parcel of land in Lewiston, Maine (the "Converter Station Parcel"), which shall be conveyed by a deed substantially in the form attached hereto as Exhibit A (the "Deed");

(b) An easement for a transmission line from Beattie Township, Maine to Lewiston, Maine which shall be conveyed by an easement deed substantially in the form attached hereto as Exhibit B (the "Easement");

(c) A 100% tenant's interest in a Transmission Line Lease between the Passamaquoddy Tribe, as Lessor, and CMP, as Lessee, dated October 23, 2017 (the "Passamaquoddy Lease") which shall be assigned by an assignment substantially in the form attached hereto as Exhibit C (the "Passamaquoddy Lease Assignment");

(d) A 100% tenant's interest in a Transmission Line Lease between the Maine Department of Agriculture, Conservation and Forestry, as Lessor, and CMP, as Lessee, dated December 15, 2014 (the "State of Maine Lease") which shall be assigned by an assignment substantially in the form attached hereto as Exhibit D (the "State of Maine Lease Assignment");

(e) A fee interest in all of the real estate parcels that are ultimately approved by the Maine Department of Environmental Protection and the US Army Corps of Engineers as compensatory mitigation for environmental permits related to the NECEC (the "Compensation Land"). The Compensation Land will be restricted in perpetuity to offset impacts on wetlands and impacts on existing recreational uses as a result of the NECEC. A preliminary list of the Compensation Land is attached hereto as Exhibit E, it being agreed that such list is subject to change by the addition, removal, or substitution of parcels as the permitting process continues. The conveyance of the Compensation Land from CMP to the Project Entity will not materially affect the ability of CMP to perform its duties to the public. The Compensation Land shall be conveyed by one or more deeds substantially in the form of the Deed (the "Compensation Land Deeds");

(f) A fee interest in all of the real estate parcels acquired by CMP in connection with an eventual relocation of the Appalachian Trail in Bald Mountain Township T2 R3, Somerset County, Maine (the "AT Relocation Land"), which shall be conveyed by one or more deeds substantially in the form of the Deed (the "AT Relocation Land Deed"). A

preliminary list of the AT Relocation Land is attached hereto as Exhibit F, it being agreed that such list is subject to change by the addition of parcels; and

(g) A fee interest in certain parcels of land in Lewiston, Maine near the Converter Station Parcel to create additional means of access to the Converter Station Parcel (the “Converter Station Access Land”), which shall be conveyed by one or more deeds substantially in the form of the Deed (“Converter Station Access Land Deeds”). A preliminary list of the Converter Access Land is attached hereto as Exhibit G, it being agreed that such list is subject to change by the addition of parcels.

In the event that additional real estate interests in non-operating property owned by CMP are required for the development or operation of the NECEC, CMP and the Project Entity agree to negotiate in good faith for CMP to convey such real estate interests to the Project Entity and for the Project Entity to accept such real estate interests from CMP, whether in the form of a fee interest, an easement or otherwise, provided that the Project Entity shall compensate CMP for such real estate interests in accordance with CMP’s actual costs. Such deeds or easements between CMP and the Project Entity shall be substantially in the form of Exhibit A (Deed) or Exhibit B (Easement), respectively. If such additional conveyance of real estate interests occurs prior to or after the Closing, or any changes are made to the conveyances of real estate Interests referenced above, CMP and the Project Entity will amend this Agreement to reflect such changes and will file the Amended Agreement with the Maine Public Utilities Commission on an informational basis.

2. Conveyance of Permits.

At the Closing, CMP shall assign to the Project Entity and the Project Entity shall assume all land use permits, any outstanding land use permit applications, and other regulatory permits (the “Permits”) related to the NECEC. The Permits include, but are not limited to, the following: A land use certification from the Maine Land Use Planning Commission, a Site Location of Development Act permit from the Maine Department of Environmental Protection, a Natural Resources Protection Act permit from the Maine Department of Environmental Protection, a Section 404 dredge and fill permit from the U.S. Army Corps of Engineers, a Presidential Permit, and various municipal permits and approvals from municipalities with jurisdiction over NECEC. It is anticipated that CMP shall be required to convey certain compensation real estate (other than the Compensation Land) to the State of Maine as a condition of some of the Permits, and the value of such real estate is incorporated into this Agreement. A preliminary list of such compensation real estate is attached hereto as Exhibit H, it being agreed that such list is subject to change by the addition, removal, or substitution of parcels as the permitting process continues. To the extent CMP has not conveyed such real estate to the State of Maine prior to the transfer of the applicable Permits to the Project Entity, CMP shall also convey such real estate to the Project Entity for no additional consideration. The parties shall cooperate to effectuate the assignment of the Permits, including obtaining any required approvals for the assignment, and to obtain any Permits for which an application has been assigned by CMP to the Project Entity.

3. Conveyance of Transmission Services Agreements.

At the Closing, CMP shall assign to the Project Entity, and the Project Entity shall assume, the TSAs, as amended, including all of CMP's rights, interests and obligations under the TSAs. To the extent any approvals or third party consents are required for the assignment of the TSAs, either prior to or after the Closing, the parties shall cooperate to obtain such approvals or third party consents. In connection with the assignment of the TSAs, the Project Entity shall cause the amendment or replacement of the letters of credit provided on behalf of CMP under the TSAs.

4. Assignment of Third Party Vendor Agreements, Related Assets, and Miscellaneous Agreements.

(a) At the Closing, CMP shall assign to the Project Entity, and the Project Entity shall assume, the agreements executed by CMP with third party vendors and service providers in connection with the development and construction of the NECEC, including, but not limited to, those listed in Exhibit I-1 and any other such agreement executed by CMP between the Contract Date and the Closing ("Third Party Vendor Agreements"). As a result of such assignment, the Project Entity shall assume all of CMP's rights, interests and obligations under the Third Party Vendor Agreements.

(b) At the Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, such other tangible and intangible assets related to the NECEC that CMP may possess including, without limitation, designs, plans and other work product of CMP or vendors related to the NECEC, and intellectual property related to the NECEC (collectively, the "Related Assets").

(c) At the Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, certain miscellaneous NECEC Project Agreements as further described in Exhibit I-2 (collectively, the "Miscellaneous Agreements").

5. Consideration. The consideration (the "Consideration") for the conveyance of the NECEC, including, without limitation, the Real Estate Interests, the Permits, the TSAs, the Third Party Vendor Agreements, the Related Assets, the Miscellaneous Agreements and any goodwill of CMP associated with the NECEC, is \$60,000,000.00 and shall be payable as follows:

(a) \$1,500,000.00 shall be paid by the Project Entity to CMP on the date the NECEC achieves commercial operation (the "COD").

(b) The balance of the Consideration shall be paid by the Project Entity to CMP in thirty-nine (39) equal annual installments of \$1,500,000.00 due on the ensuing thirty-nine (39) anniversaries of the COD.

6. Closing.

(a) The Closing shall take place at such time and place as shall be mutually agreed to by the Project Entity and CMP.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) CMP shall execute, have acknowledged and deliver to the Project Entity the Deed, the Easement, the Passamaquoddy Lease Assignment, the State of Maine Lease Assignment, the Compensation Land Deeds, the AT Relocation Land Deed, the Converter Station Access Land Deeds;

(ii) CMP shall assign and the Project Entity shall assume the Permits;

(iii) CMP shall assign and the Project Entity shall assume the TSAs;

(iv) CMP shall assign and the Project Entity shall assume the Third Party Vendor Agreements;

(v) CMP shall assign and convey and the Project Entity shall assume and receive all Related Assets;

(vi) CMP shall assign and convey and the Project Entity shall assume the Miscellaneous Agreements;

(vii) CMP shall deliver an affidavit indicating that CMP is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. §1445;

(viii) CMP shall deliver an affidavit indicating that CMP is a Maine resident;

(ix) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Agreement; and

(x) Each party shall deliver to the other necessary corporate or limited liability company evidence of authority (as the same may be applicable).

7. Survival of Obligations.

Any obligations herein that are not satisfied as of the Closing shall survive the Closing and this Agreement shall remain in full force and effect until all obligations herein are satisfied.

8. Service Agreement.

At the Closing, the parties shall enter into a service agreement, substantially in the form attached hereto as Exhibit J, whereby the Project Entity shall acquire services from CMP related to the development, construction and long-term operation of the NECEC.

9. Reserved Right to Sublease.

With respect to the Passamaquoddy Lease and the State of Maine Lease, the parties agree that at any time during the term of either Lease, CMP may request that the Project Entity sublease one-half (1/2) of the width of either or both Leases to CMP for no consideration; provided, however, that each such sublease, shall require CMP to pay rent to the Project Entity equal to one-half (1/2) of the rent under the Lease for the term of the sublease. The parties shall cooperate to obtain all necessary permits and approvals for any such sublease requested by CMP.

10. Right of Way over Converter Station Access Road.

Promptly after the Project Entity acquires title to the Converter Station Access Land, the Project Entity and CMP shall enter into a reciprocal easement agreement, substantially in the form attached hereto as Exhibit K, whereby the Project Entity shall grant CMP an access easement over the Converter Station Access Land to access CMP's adjoining transmission corridor and CMP shall grant the Project Entity an access easement over its transmission corridor between the Converter Station Access Land and the Converter Station Parcel. There shall be no additional consideration for the reciprocal easement agreement.

11. Network Upgrades.

As part of the NECEC, upgrades to certain of CMP's existing transmission facilities will be necessary in order to permit the interconnection of the NECEC to the transmission system administered by ISO-NE in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Open Access Transmission Tariff (the "ISO-NE Tariff") (the "Network Upgrades"). CMP agrees to cooperate with the Project Entity to construct the Network Upgrades, provided that the Project Entity shall either pay for directly, or reimburse CMP, for the cost of the Network Upgrades in accordance with applicable ISO-NE Tariff provisions. Upon completion, the Network Upgrades shall remain the property of CMP.

12. Miscellaneous.

(a) The Parties shall cooperate to obtain any regulatory approvals or third party consents that may be required to effectuate the transaction contemplated by this Agreement.

(b) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest and permitted assigns.

(c) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto with respect to the subject matter of this Agreement are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. The Project Entity acknowledges that it is not relying upon any statements or representations not embodied in this Agreement. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by CMP and the Project Entity.

(d) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument. This Agreement may be delivered electronically by pdf file.

(e) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

(f) Each party represents and warrants that the execution of this Agreement, and the obligations created herein, have been authorized by all necessary and appropriate corporate or limited liability company approvals, as applicable.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as a sealed instrument, to be effective as of the Contract Date.

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

By: _____
Name:
Its:

NECEC TRANSMISSION LLC,
a Delaware limited liability company

By: _____
Name:
Its:

EXHIBIT A

Form of Deed

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, Maine 04330, for consideration paid, grants to **NECEC TRANSMISSION LLC**, a Delaware limited liability company, with a mailing address of _____, _____ County, _____, with QUITCLAIM COVENANT, certain lots or parcels of land and all improvements thereon, situated in Lewiston, Androscoggin County, Maine, being more particularly bounded and described as follows:

See **EXHIBIT A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be executed by _____, its _____, and _____, its _____, effective as of this _____ day of _____, _____.

[SIGNATURE PAGES TO FOLLOW]

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

State of _____
County of _____

On _____, _____ personally appeared the above-named
_____ (Name), _____ (Title) of Central Maine Power Company, a
Maine corporation, and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name
My Commission expires: _____

CENTRAL MAINE POWER COMPANY,
a Maine corporation

By: _____
Name:
Its:

State of _____
County of _____

On _____, _____ personally appeared the above-named
_____ (Name), _____ (Title) of Central Maine Power Company, a
Maine corporation, and acknowledged the foregoing instrument to be his/her free act and deed
in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Printed Name
My Commission expires: _____

EXHIBIT A

Two certain lot or parcel of land situated northerly of, but not abutting to, Merrill Road, in the City of Lewiston, county of Androscoggin, and State of Maine, bounded and described as follows to wit:

Small Triangle

Beginning on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene at a point located on the easterly line of land of Central Maine Power Company, reference is to be made to a deed of merger dated December 23, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 3761, Page 304 and to a deed dated November 5, 1930 and recorded in the Androscoggin County Registry of Deeds in Book 408, Page 280, being the southwesterly line of land conveyed to George P. Schott by a deed dated April 12, 1996 and recorded in the Androscoggin County Registry of Deeds in Book 3580, Page 349;

Thence, southeasterly on a course of S 55°-08'-27" E along southwesterly municipal boundary, being the southwesterly line of land of Schott a distance of thirty-two and forty-four hundredths (32.44) feet to a point located on the northwesterly corner of LOT 79 of the City of Lewiston;

Thence, southwesterly on a course of S 38°-00'-54" W along the northwesterly line of LOT 79 a distance of one hundred twenty-two and forty-one hundredths (122.41) feet to a point located on the easterly line of land of Central Maine Power Company (408/280);

Thence, northerly on a course of N 22°-59'-06" E along the easterly line of land of Central Maine Power Company a distance of one hundred twenty-four and ninety (124.90) feet to the point and place of beginning. Containing 1,982.40 square feet (0.046 acres).

Bearings are based on a GPS Observation of Grid North.

20.010 Acre Parcel

Beginning on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene at a point located at the northwesterly corner of land conveyed to _____ by a deed dated July 26, 1984 and recorded in the Androscoggin County Registry of Deeds in Book 1745, Page 003;

Thence, southwesterly on a course of S 36°-46'-19" W along the southwesterly line of land of Perron a distance of nine hundred seventy-six and zero hundredths (976.00) feet to a point;

Thence, northwesterly on a course of N 59°-26'-38" W through land conveyed to _____ by a deed dated September 23, 1987 and recorded in the Androscoggin County Registry of Deeds in Book 2159, Page 240, a distance of seven hundred forty-five and forty hundredths (745.40) feet to a point located on the easterly line of land of Central Maine Power Company, reference is to be made to a deed of merger dated December 23, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 3761, Page 304 and to a deed

dated November 14, 1930 and recorded in the Androscoggin County Registry of Deeds in Book 407, Page 526;

Thence, northerly on a course of N 22°-59'-06" E along the easterly line of land of Central Maine Power Company a distance of nine twenty-nine and four hundredths (929.04) feet to a point located on the northwesterly line of LOT 79 of the City of Lewiston;

Thence, northeasterly on a course of N 38°-00'-54" E along the northwesterly line of LOT 79 a distance of one hundred twenty-two and forty-one hundredths (122.41) feet to a point located on the southwesterly municipal boundary by and between The City of Lewiston and the Town of Greene;

Thence, southeasterly on a course of S 55°-08'-27" E along southwesterly municipal boundary, being the southwesterly line of land of Schott a distance of nine hundred sixty and twenty-nine hundredths (960.29) feet to the point and place of beginning. Containing 20.01 acres of land, more or less.

Bearings are based on a GPS Observation of Grid North.

Central Maine Power Company acquired its title to the above described Small Triangle and 20.010 Acre Parcel in a deed from _____ dated April 9, 2018 and recorded in the Androscoggin Registry of Deeds in Book 9817, Page 72. This conveyance is for the entirety of the land acquired in said deed.

EXHIBIT B

Form of Easement

TRANSMISSION LINES EASEMENT DEED

WHEREAS CENTRAL MAINE POWER COMPANY, a Maine corporation with a place of business at 83 Edison Drive, Augusta, Maine 04366 (hereinafter referred to as "**CMP**", which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), owns, in part as fee and in part as easement, certain lands located in the City of Lewiston and Towns of Greene, Leeds and Livermore Falls, all in Androscoggin County, Maine; Jay, Chester, Wilton, Farmington and Industry, all in Franklin County, Maine; Starks, Anson, Embden, Concord, Moscow, Caratunk, Bald Mountain (T2R3 BKP EKR), The Forks Plantation, Moxie Gore (T1R5 BKP EKR), West Forks Plantation, Johnson Mountain (T2R6 BKP WKR), Parlin Pond (T3R7 BKP WKR), Bradstreet (T4R7 BKP WKR), Hobbstown (T4R6 BKP WKR), Raytown (T5R7 BKP WKR) and Appleton (T6R7 BKP WKR), all in Somerset County, Maine; and Skinner (T1R7 WBKP), Lowelltown (T1R8 WBKP) and Beattie (T2R8 WBKP), all in Franklin County, Maine, hereinafter, the "**CMP LAND**", included in the lands acquired pursuant to the instruments listed on **SCHEDULE 1, CMP DEEDS**, attached and made a part hereof (the "**CMP DEEDS**");

WHEREAS NECEC TRANSMISSION LLC, a Delaware limited liability company with a place of business at One City Center, 5th floor, Portland, Maine 04101 (hereinafter referred to as "**NECEC Transmission**", which word is intended to include, unless expressly stated otherwise, NECEC Transmission and its successors and assigns), desires to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove a single overhead direct current electric line and a three-phase electric line over and across the CMP Land, consisting of (i) a 320kV line (the "SECTION 432 TRANSMISSION LINE") extending from the border of the Providence of Quebec in Beattie Township, Franklin County to NECEC Transmission's new Converter Site in Lewiston, Androscoggin County (hereinafter referred to as the "**CONVERTER SITE**"), and (ii) a 345kV line (the "SECTION 3007 TRANSMISSION LINE") extending southerly from said Converter Site to CMP's Larrabee Road Substation located in Lewiston, Androscoggin County, Maine, each line consisting of suitable and sufficient poles, cables, and towers with sufficient foundations together with lines extending upon, within and between the same for the transmission of electric energy and intelligence related thereto, together with any fixtures, anchors, guys, crossarms, and other equipment and appurtenances (as so consisting hereinafter referred to respectively as the "**SECTION 432 TRANSMISSION LINE**" and the "**SECTION 3007 TRANSMISSION LINE**", and together as the "**NECEC TRANSMISSION LINE**"). The NECEC Transmission Line may be constructed as an underground line in certain areas. The NECEC Transmission Line will be located on or partly on a portion of the CMP Land, and;

WHEREAS at NECEC Transmission's option NECEC Transmission and CMP will enter into an unrecorded Use Agreement providing operational guidance to both Parties, as defined below, in connection with construction upon and ongoing maintenance and use of the easements and rights conveyed and reserved herein, a copy of which shall be kept on file at the offices of both CMP and NECEC Transmission (the "**USE AGREEMENT**").

NOW THEREFORE, CMP grants and assigns to NECEC Transmission the easements, rights, privileges, and consents more particularly described in **EXHIBIT A**, attached hereto and

made a part hereof.

EXCEPTING AND RESERVING to CMP, its successors and assigns, all rights and easements not conveyed hereunder, including without limitation the easements and rights more particularly described in EXHIBIT B attached hereto and made a part hereof.

This conveyance is made **SUBJECT TO** certain easements, licenses and agreements more particularly described in EXHIBIT C attached hereto and made a part hereof.

Also, this conveyance and the rights reserved hereunder are made **SUBJECT TO AND TOGETHER WITH** the covenants, terms and conditions set forth in EXHIBIT D, attached and made a part hereof.

CMP and NECEC Transmission shall hereinafter be referred, individually, as a "PARTY" and collectively, as the "PARTIES".

SUCCESSORS AND ASSIGNEES

NECEC Transmission may assign its interests in and rights under this Easement Deed, but such assignment shall be conditioned upon express assignment to any assignee of all of NECEC Transmission's obligations under this Easement Deed and the Use Agreement relating to the interests and rights assigned, and upon written acceptance and assumption of all such obligations by any such assignee. This Easement Deed and all the provisions hereof inure to the benefit of and are binding upon the Parties and the respective successors and permitted assignees of CMP and NECEC Transmission.

IN WITNESS WHEREOF, Central Maine Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by _____, _____, and _____, hereunto duly authorized, this _____ day of _____, _____.

(Signature pages follow)

Witness:

CENTRAL MAINE POWER COMPANY

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____,
Central Maine Power Company and acknowledged the foregoing instrument to be his free act in
his said capacity and the free act and deed of said corporation.

Before me,

Notary Public

My commission expires:

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____,
Central Maine Power Company and acknowledged the foregoing instrument to be his free act in
his said capacity and the free act and deed of said corporation.

Before me,

Notary Public

My commission expires:

GRANTEE'S ACCEPTANCE:

NECEC Transmission LLC hereby covenants and agrees to the terms and obligations set forth in this Easement Deed and has caused this acceptance to be signed by _____, _____, hereunto duly authorized, this ____ day of _____, _____.

Witness:

NECEC TRANSMISSION LLC

State of Maine

_____ County, Maine

_____, _____

Personally appeared the above-named _____, _____, NECEC Transmission LLC, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me,

Notary Public

My commission expires:

EXHIBIT A

EASEMENTS

EASEMENT ONE: SECTION 432 TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Section 432 Transmission Line for the transmission of electric energy and intelligence related thereto, as well as fiber optic cables and other communication systems (all of the foregoing hereinafter collectively referred to as the "SECTION 432 TRANSMISSION LINE EASEMENT"), over, across and under portions of the CMP Land as follows:

Except as provided below, a 150 foot wide strip of land being 75 feet on either side of a centerline beginning at a point northerly, but not adjacent to Merrill Road in the City of Lewiston, Androscoggin County, Maine and extending northerly, northeasterly, northerly and westerly through the towns of Lewiston, Greene, Leeds and Livermore Falls, all in Androscoggin County, Maine; Jay, Chester, Wilton, Farmington and Industry, all in Franklin County, Maine; Starks, Anson, Embden, Concord, Moscow, Caratunk, Bald Mountain (T2R3 BKP EKR), The Forks Plantation, Moxie Gore (T1R5 BKP EKR), West Forks Plantation, Johnson Mountain (T2R6 BKP WKR), Parlin Pond (T3R7 BKP WKR), Bradstreet (T4R7 BKP WKR), Hobbstown (T4R6 BKP WKR), Raytown (T5R7 BKP WKR) and Appleton (T6R7 BKP WKR), all in Somerset County, Maine; and Skinner (T1R7 WBKP), Lowelltown (T1R8 WBKP) and Beattie (T2R8 WBKP), all in Franklin County, Maine, and terminating on the border between the State of Maine and the Province of Quebec in the aforementioned town of Beattie (T2R8 WBKP), the ("SECTION 432 TRANSMISSION LINE CENTERLINE"). The Section 432 Transmission Line Centerline description is attached hereto and made a part hereof as **SCHEDULE 2, SECTION 432 TRANSMISSION LINE CENTERLINE DESCRIPTION**. The areas where the Section 432 Transmission Line Easement will not be 150 feet wide are as follows:

KENNEBEC RIVER CROSSING AREA – The Kennebec River Crossing Area is that portion of the CMP Land located on the west and east sides of the Kennebec River in West Forks Plantation and Moxie Gore (T1R5 BKP EKR), Somerset County, Maine as shown on the plan titled “Central Maine Power Company, Kennebec River Crossing Area” dated _____ and recorded in the Somerset County Registry of Deeds in Plan Book _____ (the “KENNEBEC RIVER CROSSING AREA”). The limits of the Section 432 Transmission Line Easement in the Kennebec River Crossing Area are as shown on said plan.

Further, within the Section 432 Transmission Line Centerline, the following areas will be subject to Reservation Three – Substation Reservation as defined in Exhibit B, below:

STARKS SUBSTATION AREA – The Starks Substation Area is that portion of the CMP Land located westerly of Route 43 in the town of Starks, Somerset County, Maine as shown on the plan titled “Central Maine Power Company, Starks Substation Area” dated _____ and recorded in the Somerset County Registry of Deeds in Plan Book _____ (The “STARKS

SUBSTATION AREA”). The limits of the Section 432 Transmission Line Easement in the Starks Substation Area are as shown on said plan.

STURTEVANT SUBSTATION AREA – The Sturtevant Substation Area is that portion of the CMP Land located northerly of Route 2 in the town of Farmington, Franklin County, Maine as shown on the plan titled “Central Maine Power Company, Sturtevant Substation Area” dated _____ and recorded in the Franklin County Registry of Deeds in Plan Book _____ (The “STURTEVANT SUBSTATION AREA”). The limits of the Section 432 Transmission Line Easement in the Sturtevant Substation Area are as shown on said plan.

LIVERMORE FALLS SUBSTATION AREA – The Livermore Falls Substation Area is that portion of the CMP Land located southerly of Moose Hill Road in the town of Livermore Falls, Androscoggin County, Maine as shown on the plan titled “Central Maine Power Company, Livermore Falls Substation Area” dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (The “LIVERMORE FALLS SUBSTATION AREA”). The limits of the Section 432 Transmission Line Easement in the Livermore Falls Substation Area are as shown on said plan.

Said 150-foot-wide easement area and the easement areas within the Kennebec River Crossing Area, the Starks Substation Area, the Sturtevant Substation Area, and the Livermore Falls Substation Area being hereinafter referred to as the "SECTION 432 TRANSMISSION LINE EASEMENT AREA."

NECEC Transmission covenants and agrees with CMP that other than the Section 432 Transmission Line, and all lines, poles and towers related thereto, NECEC Transmission will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Section 432 Transmission Line Easement Area and that any replacements of the Section 432 Transmission Lines shall be on centerlines and in the locations as described above.

EASEMENT TWO: SECTION 3007 TRANSMISSION LINE EASEMENT

The perpetual right, easement and consent to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the Section 3007 Transmission Line for the transmission of electric energy and intelligence related thereto, as well as fiber optic cables and other communication systems (all of the foregoing hereinafter collectively referred to as the "SECTION 3007 TRANSMISSION LINE EASEMENT"), over, across and under portions of the CMP Land located between the Orrington Substation and the Section 203 Transition Area and two parcels within said Section 203 Transition Area, all as follows:

Except as provided below, a 150-foot-wide strip of land being 75 feet on either side of a centerline beginning at a point on north of Merrill Road in Lewiston, Androscoggin County, Maine and extending southerly to a termination point at Larrabee Road Substation, also in said Lewiston (the “SECTION 3007 TRANSMISSION LINE CENTERLINE”). The description of the Section 3007 Transmission Line Centerline is shown on **SCHEDULE 3, SECTION 3007 TRANSMISSION LINE CENTERLINE DESCRIPTION**, attached hereto and made a part hereof. The areas where the

Section 3007 Transmission Line Easement will not be located as described above are as follows:

LARRABEE ROAD SUBSTATION AREA – The Larrabee Road Substation Area is that portion of the CMP Land located southerly of Merrill Road in the City of Lewiston, Androscoggin County, Maine as shown on the plan titled “Central Maine Power Company, Larrabee Road Substation Area” dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (The “LARRABEE ROAD SUBSTATION AREA”). The limits of the Section 3007 Transmission Line Easement in the Larrabee Road Substation Area are as shown on said plan.

Said 150-foot-wide easement area and the easement areas within the Larrabee Road Substation Area being hereinafter referred to as the "SECTION 3007 TRANSMISSION LINE EASEMENT AREA."

NECEC Transmission covenants and agrees with CMP that other than the Section 3007 Transmission Line, and all lines, poles and towers related thereto, NECEC Transmission will not erect or permit the erection of additional lines of poles or towers, together with lines extending upon, within and between the same, within the Section 3007 Transmission Line Easement Area and that any replacements of the Section 3007 Transmission Line shall be on centerlines and in the locations as described above.

The Section 432 Transmission Line Easement and the Section 3007 Transmission Line Easement are referred to jointly as the "NECEC TRANSMISSION LINE EASEMENT", and the Section 432 Transmission Line Easement Area and the Section 3007 Transmission Line Easement Area are referred to jointly as the "NECEC TRANSMISSION LINE EASEMENT AREAS".

The NECEC Transmission Line Easement shall include the following rights with respect to the Section 432 Transmission Line and the Section 3007 Transmission Line:

1. The right to enter upon the NECEC Transmission Line Easement Areas at any time with workers and all necessary tools and machinery to dig holes, to erect, construct, reconstruct, replace, remove, maintain, operate, repair, rebuild, upgrade, and use poles, towers, foundations, guy wires, communication equipment, and apparatus used or useful for the transmission of electricity and intelligence, together with their strengthening supports, sufficient foundations and supports, all as NECEC Transmission, its successors and assignees, may from time to time reasonably require in connection with the operation and maintenance of its transmission lines;
2. The right to construct such roads within the NECEC Transmission Line Easement Areas as NECEC Transmission may from time to time reasonably require to provide access for such workers, tools or machinery;
3. The right to transmit electricity, intelligence and communications over said wires, cables or apparatus for lawful purposes;
4. The right to erect and maintain signage, gates, fences and other barriers as reasonably

- necessary to restrict recreational vehicles or other public access in the NECEC Transmission Line Easement Areas; and
5. The right to establish certain safety regulations for the NECEC Transmission Line Easement Areas that are necessary and proper for the operation of the rights herein granted and for the transmission of electricity (the "Safety Regulations"), which Safety Regulations shall be based upon the National Electric Safety Code, applicable Occupational Safety and Health Administration (OSHA) standards for worker safety and health, NECEC Transmission's company work standards and practices for safety and health, the standards governing operational reliability of the North American Energy Reliability Council (NERC), the Federal Energy Regulatory Commission (FERC) regulations and standards, the Independent System Operator -New England (ISO-NE) rules and standards, and/or any similar national, regional or state standards, and otherwise subject to normal and customary utility standards and practices.

EASEMENT THREE: ACCESS EASEMENT

The non-exclusive right and easement, in common with CMP and others; for access by foot and vehicle (hereinafter, the "ACCESS EASEMENT") along and across the CMP Land and such land as CMP may acquire in the future which adjoins the NECEC Transmission Line Easement Areas for the sole purpose of access to the NECEC Transmission Line Easement Areas.

Together with the non-exclusive right and easement, to the extent CMP may assign such rights, to use existing and future easements obtained over lands of others for the purpose of accessing CMP Land on which the NECEC Transmission Line Easement is located.

EASEMENT FOUR: VEGETATION MANAGEMENT EASEMENT

NECEC TRANSMISSION LINE EASEMENT AREAS - The perpetual right and easement, in common with CMP, but not the obligation, to clear and keep clear the NECEC Transmission Line Easement Areas of trees, brush and other vegetation by any lawful means. The exercise of such rights shall be at NECEC Transmission's sole cost unless otherwise agreed to in the Use Agreement.

OTHER AREAS; DANGER TREES - NECEC shall also have the right to enter upon CMP Land and to remove all woody vegetation located on CMP Land capable of growing into or falling into the minimum conductor safety zone around NECEC Transmission's transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within or outside the NECEC Transmission Line Easement Area. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate; and to exercise similar rights, in common with CMP, that CMP may have,

including without limitation pursuant to the CMP Deeds, or may acquire with respect to lands of third parties.

EASEMENT FIVE: GUYING RIGHTS

The right to place, replace, relocate, repair or remove guys, guy anchors and cables (collectively “Guys”) in the CMP Land, or such land as CMP may acquire in the future, located within 35 feet of the limits of the NECEC Transmission Line Easement Area, except at Structure 2, Section 432, where the distance shall be 45 feet, provided, however, such placement of Guys does not interfere with CMP’s existing or future transmission lines. If Guys placed outside of the NECEC Transmission Line Easement Area do interfere with CMP’s existing or future transmission lines, NECEC shall, upon written notice from CMP, and at the sole cost of NECEC Transmission, relocate such Guys or redesign the appurtenant structure so as not to interfere with CMP’s existing or future transmission lines.

NECEC'S RIGHT TO RELOCATE CMP'S TRANSMISSION LINES

PARALLEL LINES – In the event that NECEC Transmission is required to relocate any portion of the Section 432 Transmission Line Centerline or the Section 3007 Transmission Line Centerline, except in the Starks Substation Area, the Sturtevant Substation Area, the Livermore Falls Substation Area and the Larrabee Road Substation Area and those crossing locations described in Schedule 4, as described in Exhibit B, below, to a point closer than 75 feet, as measured perpendicularly, from the centerline of any existing or future CMP transmission line (the “CMP Line”, whether one or more transmission lines), NECEC Transmission shall have the right to require CMP to relocate from time to time any portion of the CMP Line that must be relocated to maintain said separations, provided that if NECEC Transmission makes any relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line, NECEC Transmission shall be required to maintain at least a 75-foot separation, measured perpendicularly, between the centerline of the relocated CMP Line and the centerline of the relocated Section 432 Transmission Line and/or the Section 3007 Transmission Line, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at NECEC Transmission's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to CMP, which notice shall include detailed plans for CMP's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line have been obtained by NECEC Transmission and delivered to CMP, to CMP's reasonable satisfaction. Any such relocation shall be undertaken by CMP only at such time as will minimize the disruption of CMP's use of the CMP Line. The relocation of the CMP Line, as proposed by NECEC Transmission hereunder, shall not materially impair the rights of CMP reserved herein and shall not materially impair the utility of the rights of CMP existing at the time of said relocation, as reasonably determined by CMP.

SUBSTATIONS – Within the Starks Substation Area, the Sturtevant Substation Area, the Livermore Falls Substation Area and the Larrabee Road Substation Area NECEC Transmission

shall not have the right to relocate the CMP Line or CMP facilities.

CROSSING LINES – Within the locations listed in said Schedule 4, NECEC Transmission shall have the right to require CMP to relocate or modify from time to time any portion of the CMP Line that must be relocated or modified to maintain the then current separation standard between the NECEC Transmission Line and the CMP Line, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at NECEC Transmission's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to CMP, which notice shall include detailed plans for CMP's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of either the Section 432 Transmission Line or the Section 3007 Transmission Line have been obtained by NECEC Transmission and delivered to CMP, to CMP's reasonable satisfaction. Any such relocation shall be undertaken by CMP only at such time as will minimize the disruption of CMP's use of the CMP Line. The relocation of the CMP Line, as proposed by NECEC Transmission hereunder, shall not materially impair the rights of CMP reserved herein and shall not materially impair the utility of the rights of CMP existing at the time of said relocation, as reasonably determined by CMP.

EXHIBIT B

CMP'S RESERVATIONS

The following perpetual rights and easements:

RESERVATION ONE (in the NECEC TRANSMISSION LINE EASEMENT AREAS)

1. The right to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove the CMP Line and other improvements, transmission and communication lines, apparatus and equipment as such currently exist or may exist in the future.
2. The right to use the NECEC Transmission Line Easement Areas for access by foot and vehicle to the CMP Line and to CMP Land and to grant third parties the right to travel upon, across and through the NECEC Transmission Line Easement Areas by foot and vehicle.
3. The right to use and maintain all currently existing roads and those that may be subsequently built, that run along and cross the NECEC Transmission Line Easement Areas; and
4. The right to cross the Section 432 Transmission Line and the Section 3007 Transmission Line with transmission, distribution and communication lines in those locations described in **SCHEDULE 4, EXISTING CMP LINE CROSSING LOCATIONS**, attached hereto and made a part hereof.
5. The right to cross the Section 432 Transmission Line and the Section 3007 Transmission Line with future transmission, distribution and communication lines provided such crossing does not unreasonably impair NECEC Transmission's use of the NECEC Transmission Line Easement Areas. Upon completion of such future crossing, CMP will record in the appropriate County Registry of Deeds an amended Schedule 4, Existing CMP Line Crossing Location describing the new crossing location.
6. The right to erect and maintain signage, gates, fences, and other barriers as are reasonably necessary to restrict recreational vehicles or other public access from, in or to CMP Land.
7. The right to use the NECEC Transmission Line Easement Areas for any purpose, or to grant easements or leases in favor of third persons for any lawful purpose permitted under applicable laws, so long as any such uses, easements or leases do not unreasonably interfere with the exercise by NECEC Transmission of any of its rights granted pursuant to this Easement Deed and the Use Agreement. Any proposed easement or lease for all or any portion of the NECEC Transmission Line Easement Areas for electric use shall be subject to NECEC Transmission's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.
8. Any other rights currently of CMP or as may be acquired by CMP in the future, provided the exercise of such rights does not materially impair the rights granted to NECEC Transmission herein.

RESERVATION TWO – GUY EASEMENT

The right to place, replace, relocate, repair or remove guys, guy anchors and cables in the NECEC Transmission Line Easement Areas, provided such placement does not unreasonably impair the use of the NECEC Transmission Line Easement Areas by NECEC Transmission.

RESERVATION THREE – SUBSTATION RESERVATION

The right to operate, maintain, repair or replace the existing Livermore Falls Substation, Sturtevant Substation, Starks Substation and Larrabee Road Substation (collectively, the “Reserved Substations”) to the extent the same are located within the NECEC Transmission Line Easement Area and shown on their respective plans.

RESERVATION FOUR – KENNEBEC RIVER CROSSING AREA

The right to construct, operate, maintain, repair and replace transmission, distribution and communication lines within the Kennebec River Crossing Area provided such use does not materially impair the construction, operation, maintenance, repair or replacement of the NECEC Transmission Line. Upon review and approval by NECEC Transmission of CMP’s plans for such CMP Line, said approval not to be unreasonably withheld or delayed, NECEC Transmission will enter into such agreements as necessary to facilitate the permitting of such new CMP Line and will modify the easement area of the Kennebec River Crossing Area as necessary to accommodate the new CMP Line.

RESERVATION FIVE – RIGHT TO CONVEY

Without limiting the generality of the foregoing, CMP specifically reserves the right to grant, assign, dispose of or otherwise convey, any of its remaining rights or interests in and to the CMP Land, subject to the terms and conditions of this Easement Deed and the Use Agreement, including without limitation all rights and property interests acquired pursuant to the CMP Deeds as set forth in Schedule 1 attached hereto and made a part hereof, and to receive all of the proceeds from the same; provided, however that the conveyance of any such rights or interests shall not unreasonably interfere with the exercise by NECEC Transmission of any of its rights granted pursuant to this Easement Deed and the Use Agreement, and provided further, to the extent applicable, that such conveyance shall be conditioned upon express assignment to any assignee of CMP’s obligations under this Easement Deed and the Use Agreement relating to the interest and rights conveyed and upon written acceptance of all such obligations by any such assignee.

CMP’S RIGHT TO RELOCATE THE NECEC TRANSMISSION LINE

PARALLEL LINES – In the event that CMP elects to relocate any portion of a CMP Line to a location that causes the centerline of the CMP Line to be closer than 75 feet, as measured perpendicularly, from the centerline of the NECEC Transmission Line, CMP shall have the right to require NECEC Transmission to relocate from time to time any portion of the NECEC

Transmission Line that must be relocated to maintain said separations, provided that (i) if CMP makes any relocation of a CMP Line, CMP shall be required to maintain at least a 75-foot separation, measured perpendicularly, between the centerline of the relocated CMP Line and the centerline of the relocated NECEC Transmission Line; (ii) if the relocation of the NECEC Transmission Line causes the centerline of the NECEC Transmission line to have a separation of less than 75-feet, as measured perpendicularly, from another CMP Line, CMP will relocate such other CMP Line so as to maintain said 75-foot separation, with all costs related to such relocation (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at CMP's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to NECEC Transmission, which notice shall include detailed plans for NECEC Transmission's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of the CMP Line have been obtained by CMP and delivered to NECEC Transmission, to NECEC Transmission's reasonable satisfaction. Any such relocation shall be undertaken by NECEC Transmission only at such time as will minimize the disruption of NECEC Transmission's use of the NECEC Transmission Line. The relocation of the NECEC Transmission Line, as proposed by CMP hereunder, shall not unreasonably interfere with the rights of NECEC Transmission granted herein and shall not unreasonably interfere with the utility of the rights of NECEC Transmission existing at the time of said relocation, as reasonably determined by NECEC Transmission.

CROSSING LINES – Within the locations listed in said Schedule 4, CMP shall have the right to require NECEC Transmission to relocate or modify from time to time any portion of the NECEC Transmission Line that must be relocated or modified to maintain the then current separation standard between the CMP Line (whether new, modified or relocated) and the NECEC Transmission Line, with all costs related to such relocation or modification (including, without limitation, any costs of any additional land or easement rights necessitated by such relocation, but expressly excluding any costs related to the interruption of transmission of electricity) to be paid at CMP's sole cost and expense. Any such relocation may be required only after (a) at least 90 days prior written notice to NECEC Transmission, which notice shall include detailed plans for NECEC Transmission's review, and (b) any additional land or easement rights, permits or approvals necessitated by such relocation of the CMP Line have been obtained by CMP and delivered to NECEC Transmission, to NECEC Transmission's reasonable satisfaction. Any such relocation or modification shall be undertaken by NECEC Transmission only at such time as will minimize the disruption of NECEC Transmission's use of the NECEC Transmission Line. The relocation or modification of the NECEC Transmission CMP Line, as proposed by CMP hereunder, shall not unreasonably interfere with the rights granted to NECEC Transmission herein and shall not unreasonably interfere with the utility of the rights of NECEC Transmission existing at the time of said relocation or modification, as reasonably determined by NECEC Transmission.

EXHIBIT C

EASEMENTS, LICENSES AND AGREEMENTS TO WHICH THIS CONVEYANCE IS SUBJECT

- (i) easements and other rights listed in **SCHEDULE 5 – EASEMENTS, LICENSES AND AGREEMENTS**, attached and made a part hereof;
- (ii) those agreements, permissions and rights, to the extent still in effect, listed in said Schedule 5;
- (iii) rights of the grantors or others reserved, excepted or created in the CMP Deeds.

EXHIBIT D

COVENANTS, TERMS AND CONDITIONS

The Parties hereby acknowledge, covenant and agree to the following terms and conditions:

1. **NECEC TRANSMISSION LINE EASEMENT AREAS** - CMP hereby covenants and agrees that, with the exception of any CMP Line and the Reserved Substations, it will not, without the prior written consent of NECEC Transmission, erect or permit the erection of any utility, road, gate, fence, barrier, or other structure of any kind or nature within the NECEC Transmission Line Easement Areas or place or permit the placement of any material on, or excavate, remove or permit the removal of any material from the NECEC Transmission Line Easement Areas that, in the reasonable opinion of NECEC Transmission, interferes with or materially impairs the construction, operation, maintenance, repair or replacement of the NECEC Transmission Line. Upon receiving such prior written consent from NECEC Transmission, any such use by CMP or its successors and assignees shall be made in such manner as will not unreasonably interfere with or impair the construction, maintenance, operation, repair or replacement of the NECEC Transmission Line or the exercise by NECEC Transmission of any of its rights under this Easement Deed.

CMP further agrees that it will provide NECEC Transmission reasonable advance notice, consistent with commonly accepted utility practice, with respect to the exercise of CMP's rights in the NECEC Transmission Line Easement Areas, and that such activities shall be made in such manner as will not unreasonably interfere with or impair the construction, operation, maintenance, repair or replacement of the NECEC Transmission Line or the exercise by NECEC Transmission of any of its rights under this Easement Deed; provided however, such notice shall not be required for the exercise of CMP's rights pursuant to paragraphs 1, 2 and 3 of Reservation One of Exhibit B.

NECEC Transmission hereby covenants and agrees that it will not exercise any of its rights under this Easement Deed in that portion of the NECEC Transmission Line Easement Area that overlays the Reserved Substations in such manner as to unreasonably interfere with or impair the CMP's operation, maintenance, repair or replacement of the Reserved Substations.

Notwithstanding anything to the contrary set forth herein, nothing in this Easement Deed shall be deemed to waive or affect the notice provisions of any other agreements between the Parties in existence from time to time.

2. **COMPLIANCE WITH LAWS; PERMIT CONDITIONS** - Any use or activities performed by or on behalf of CMP on or over the NECEC Transmission Line Easement Areas shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, Safety Regulations) and any NECEC Transmission Line permit condition; and to the extent any such use or activities necessitate alterations or improvements to a NECEC

Transmission Line, as reasonably determined by NECEC Transmission, then CMP shall be responsible for the cost of such alterations or improvements.

Any use or activities performed by or on behalf of NECEC Transmission on or over CMP Land shall be performed in accordance with the requirements of any federal, state, or local codes, rules or ordinances and commonly accepted utility practice (including, without limitation, Safety Regulations) and any NECEC Transmission Line permit condition; and to the extent any such use or activities necessitate alterations or improvements to a CMP Line, as reasonably determined by CMP, then NECEC Transmission shall be responsible for the cost of such alterations or improvements.

3. **DAMAGE TO PROPERTY, EQUIPMENT OR FACILITIES** -

(a) Except as provided in sub-paragraph 3(c) below, NECEC Transmission shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of CMP, its employees, agents, representatives or contractors. In the event of any damage to or destruction of NECEC Transmission's equipment or facilities that could reasonably be expected to have an adverse impact upon the CMP Line, NECEC Transmission shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the CMP Line and in accordance with good utility practice. If the damage or destruction of NECEC Transmission's equipment or facilities was caused by the willful misconduct or gross negligence of CMP or its employees, agents, representatives or contractors, CMP will promptly reimburse NECEC Transmission for the reasonable costs incurred by NECEC Transmission in effecting such repairs.

(b) Except as provided in sub-paragraph 3(c) below, CMP shall be responsible for all physical damage to or destruction of its equipment and facilities within the CMP Land except to the extent such physical damage or destruction is caused by the willful misconduct or gross negligence of NECEC Transmission, its employees, agents, representatives or contractors. In the event of any damage to or destruction of CMP's equipment or facilities that could reasonably be expected to have an adverse impact upon a NECEC Transmission Line, CMP shall promptly repair its equipment and facilities in a manner that will minimize any adverse impact upon the NECEC Transmission Line and in accordance with good utility practice. If the damage or destruction of CMP's equipment or facilities was caused by the willful misconduct or gross negligence of NECEC Transmission or its employees, agents, representatives or contractors, NECEC Transmission will promptly reimburse CMP for the reasonable costs incurred by CMP in effecting such repairs.

(c) During the construction of the NECEC Transmission Line and during any final decommissioning of the NECEC Transmission Line, NECEC Transmission shall be responsible for all physical damage to or destruction of CMP's equipment

and facilities within the CMP Land caused by acts or negligence of NECEC Transmission, its employees, agents, representatives or contractors.

(d) Nothing contained herein shall be deemed a release by either Party of any claim against a third party for any damage to or destruction of equipment or facilities within the CMP Land caused by such third party.

4. **INDEMNIFICATION** –

(a) From and after the date hereof, NECEC Transmission shall defend, save harmless, protect and indemnify CMP and its officers, directors, shareholders and affiliates from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to any willful act or gross negligence of NECEC Transmission or its employees, agents, representatives or contractors.

(b) From and after the date hereof, CMP shall defend, save harmless, protect and indemnify NECEC Transmission and its officers, directors, shareholders and affiliates from and against any and all losses, liabilities, damages, claims, suits, demands, actions, judgments, costs and expenses (including court costs and reasonable attorneys' fees) resulting from damage to any property or death or injury to any person that arise from, grow out of, or are attributable to any willful act or gross negligence of CMP or its employees, agents, representatives or contractors.

(c) If a Party intends to seek indemnification under this Easement Deed from the other Party with respect to any claim or action, the Party seeking indemnification shall give the other Party written notice of such claim or action within fifteen (15) days after the receipt of written notice of the assertion or commencement of an action or the receipt of a written notice of claim. Such notice shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by the Party seeking indemnification. To the extent the other Party shall be actually and materially prejudiced as a result of the failure of the Party seeking indemnification to provide such timely notice, such notice shall be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Easement Deed. Neither Party shall settle or compromise any claim which is the subject of this Easement Deed without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.

(d) The indemnification obligations of a Party hereunder shall continue in full force and effect regardless of whether rights granted or reserved herein have been terminated and shall not be limited in any way by any limitation on insurance or by any compensation or benefits payable by the Parties under Worker's

Compensation Acts, disability benefit acts or other similar employee protection acts.

5. **ROADS** – To the extent each Party may legally do so, each Party may use the access roads of the other Party. Each Party will maintain roads on which both Parties have access to the extent of the using Party's use. Upon completing use, the using Party will leave the road in substantially the same or better condition as before use began. Neither Party will have any obligation to maintain any road not being used by that Party unless otherwise set forth in the Use Agreement.
6. **ACCESS** - Each Party will provide access to the other Party through any gates through which the other Party has access by means of duplicate keys or dual locks.
7. **STIPULATION OR PERMIT CONDITION** - In the event the NECEC Transmission Line Easement Areas, any other CMP Land that NECEC Transmission is required to clear to construct the Section 432 Transmission Line or the Section 3007 Transmission Line (collectively the “NECEC CLEARING AREAS”) is subjected to any stipulation or permit condition pertaining to vegetation management, including but not limited to stipulations and permit conditions of the Maine Department of Environmental Protection, NECEC Transmission agrees to reimburse CMP for any and all additional costs to CMP resulting from compliance with any such stipulation or condition as applicable to that portion of the NECEC Clearing Areas being maintained by CMP or as may be maintained by CMP in the future.
8. **TAXES, ASSESSMENTS AND OTHER CHARGES** - NECEC Transmission agrees to pay one hundred percent (100%) of any and all taxes, assessments and other impositions assessed or imposed on the NECEC Transmission Line Easement Areas, and the NECEC Transmission Line. If any such taxes are assessed to CMP, but are attributable to the NECEC Transmission Line Easement Areas or the NECEC Transmission Line, NECEC Transmission shall promptly reimburse CMP for the full amount of said tax upon evidence that the same has been paid by CMP, or CMP may require NECEC Transmission to pay such taxes directly and provide CMP with evidence of timely payment. NECEC Transmission shall have the right to employ and to exhaust all available remedies to contest the amount of, and the liability for, such taxes, assessments and other impositions, provided, however, that if a lien shall at any time be filed against CMP's interest in the CMP Land, because of such taxes, assessments or impositions, NECEC Transmission shall cause the same to be discharged of record by either payment, deposit or bond within thirty (30) days after receiving notice of such lien. In addition, if NECEC Transmission shall fail to timely pay any such taxes, assessments and other impositions, CMP may (but shall not be obligated to) make such payment on behalf of NECEC Transmission and such payment may be made prior to any notice or the expiration of any cure period in the event necessary to avoid any penalty, interest, late charge, lien or foreclosure. NECEC Transmission shall promptly reimburse CMP for any such payment made, as well as any costs and expenses incurred by CMP in connection therewith, together with interest through the date of reimbursement at the prime rate as listed in the Wall Street Journal. Notwithstanding anything to the contrary, in the event

that NECEC Transmission no longer uses the NECEC Transmission Line Easement Areas in the course of its business, and has removed the NECEC Transmission Line, then NECEC Transmission shall not be responsible for the payment of any taxes, assessments and other impositions assessed or imposed on the NECEC Transmission Line Easement Areas.

9. **REVERSION** - In the event that the NECEC Transmission Line, or any portion thereof, shall be decommissioned, the easements and rights hereby granted shall automatically terminate and revert to CMP with respect to the NECEC Transmission Line Easement Areas in which the NECEC Transmission Line has been decommissioned. Upon such decommissioning, NECEC Transmission agrees to execute and file such documents as may be necessary to effect a termination of its rights and interests in either or both NECEC Transmission Line Easement Areas, or any portion thereof, under this Easement Deed. Upon the decommissioning of all or any portion of the NECEC Transmission Line, NECEC Transmission shall promptly, and at its expense, remove all poles, wires (including underground wires) and termination stations from each such NECEC Transmission Line Easement Area, and restore the surface of the NECEC Transmission Line Easement Areas to the same condition, so far as may be practicable, as it was prior to the entry and use by NECEC Transmission. Notwithstanding the forgoing, NECEC Transmission shall give CMP reasonable advanced written notice of any plans to decommission all or any portions of the NECEC Transmission Line and CMP may elect to permit NECEC Transmission to abandon some or all of its poles, wires or terminations in place upon such decommissioning such that NECEC Transmission would have no obligation to remove those facilities that CMP permits to be abandoned. As a condition of such permission, CMP may require NECEC Transmission to deliver a bill of sale or other appropriate instrument to CMP releasing any interest in such abandoned facilities to CMP for no additional consideration.

10. **CONSEQUENTIAL AND INDIRECT DAMAGES**. – Notwithstanding anything in this agreement to the contrary, neither Party nor their respective affiliates, nor its or their respective directors, trustees, members, officers, managers, employees, agents or representatives shall be liable under or in connection with this easement deed for any punitive, special, lost profit, exemplary, multiple, incidental, indirect, or consequential damages including in connection with or arising from any performance or lack of performance under this easement deed, regardless of whether (i) any such damages claim is based on contract warranty, tort (including negligence), strict liability, violation of any applicable deceptive trade practices act or any other legal or equitable theory or principle; or (ii) such damages were reasonably foreseeable; of (iii) the parties were advised or aware that such damages might be incurred.

SCHEDULE 1, CMP DEEDS

SECTION 432

Grantor¹	Interest	Book/Page	Town(s)	County	Date
E.J. Carrier, Inc.	Fee	3902/329	Beattie Twp.	Franklin	4/14/2017
Weyerhaeuser Company	Fee	3872/103	Skinner Twp.	Franklin	11/18/2016
Longchamps and Sons, Inc.	Fee	5098/174	Raytown Twp.	Somerset	11/15/16
Weyerhaeuser Company	Fee	5099/218	Raytown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/203	Raytown Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/195	Appleton Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/189	Hobbs town Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/211	Bradstreet Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/224	Parlin Pond Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/230	Johnson Mt. Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/237	Johnson Mt. Twp.	Somerset	11/18/2016
Weyerhaeuser Company	Fee	5099/255	West Forks Plt.	Somerset	11/18/2016
Weyerhaeuser Company	Easement	5099/247	West Forks Plt.	Somerset	11/18/2016
S.D. Warren Company	Fee	1416/127	West Forks Plt.	Somerset	3/14/1988
T-M Corporation	Fee	1506/288	West Forks Plt.	Somerset	3/22/1989
	Fee	434/89	West Forks Plt.	Somerset	7/31/1935
Bessemer Securities Corporation	Fee	536/131	West Forks Plt.	Somerset	5/15/1951
Realty Operations Corporation	Fee	536/135	West Forks Plt.	Somerset	5/14/1951
	Fee	536/138	West Forks Plt.	Somerset	5/18/1951
	Fee	536/141	West Forks Plt.	Somerset	5/16/1951
T-M Corporation	Fee	1480/89	Moxie Gore	Somerset	11/10/1988
Hollingsworth & Whitney	Fee	561/166	Bald Mountain/Moscow	Somerset	10/11/1954

¹ Names of individual grantors have been redacted from this form easement.

Grantor¹	Interest	Book/Page	Town(s)	County	Date
Great Northern Paper	Fee	554/474	The Forks/Caratunk	Somerset	10/30/1953
USA	Fee	4507/184	Moscow	Somerset	11/20/1953
Bingham Land Company	Fee	1289/120	Moscow	Somerset	8/15/1986
S.D. Warren Company	Fee	1295/309	Moscow	Somerset	8/28/1986
	Fee	554/466	Moscow	Somerset	10/28/1953
	Fee	554/477	Moscow	Somerset	11/5/1953
	Fee	554/468	Moscow	Somerset	10/28/1953
	Fee	554/469	Moscow	Somerset	10/29/1953
	Fee	557/295	Moscow	Somerset	1/4/1954
	Fee	554/471	Moscow	Somerset	10/28/1953
	Fee	554/473	Moscow	Somerset	10/28/1953
	Fee	554/517	Moscow	Somerset	11/18/1953
S.D. Warren Company	Fee	558/50	Moscow	Somerset	2/13/1954
	Fee	546/280	Moscow	Somerset	10/24/1953
	Fee	554/478	Moscow	Somerset	11/10/1953
	Fee	554/472	Moscow	Somerset	10/28/1953
	Fee	554/470	Moscow	Somerset	10/28/1953
	Fee	554/467	Moscow	Somerset	10/28/1953
	Fee	546/292	Moscow	Somerset	10/27/1953
	Fee	401/83	Moscow	Somerset	3/2/1929
FPL Energy Maine Hydro LLC	Easement	2540/40	Moscow/Concord	Somerset	4/8/1999
	Fee	619/359	Concord	Somerset	10/21/1960
	Fee	619/192	Concord	Somerset	4/2/1960
	Fee	398/458	Concord	Somerset	2/14/1929
	Fee	398/452	Concord	Somerset	2/14/1929
	Fee	398/453	Concord	Somerset	2/14/1929
	Fee	398/454	Concord	Somerset	2/14/1929
	Fee	398/455	Concord	Somerset	2/14/2029
	Fee	398/521	Concord	Somerset	2/14/1929
	Fee	398/443	Concord	Somerset	2/14/1929
	Fee	398/442	Concord	Somerset	2/14/1929
	Fee	398/444	Concord	Somerset	2/14/1929
	Fee	398/445	Concord	Somerset	2/14/1929
	Fee	398/446	Concord	Somerset	2/14/1929
	Fee	401/296	Concord	Somerset	2/14/1929
	Fee	398/463	Concord	Somerset	2/18/1929
	Fee	398/447	Concord	Somerset	2/16/1929
	Fee	398/448	Concord	Somerset	2/13/1929
	Fee	398/449	Concord	Somerset	2/12/1929

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	411/170	Concord	Somerset	11/4/1930
	Fee	398/457	Concord	Somerset	2/14/1929
	Fee	398/451	Concord	Somerset	2/15/1929
	Fee	401/306	Embden; Concord	Somerset	2/25/1929
	Fee	398/510	Embden	Somerset	3/1/1929
	Fee	398/501	Embden	Somerset	2/25/1929
	Fee	398/499	Embden	Somerset	2/26/1929
	Fee	398/524	Embden	Somerset	3/9/1929
	Fee	398/500	Embden	Somerset	2/25/1929
	Fee	401/305	Embden	Somerset	2/25/1929
	Fee	398/489	Embden	Somerset	2/25/1929
	Fee	398/488	Embden	Somerset	2/25/1929
	Fee	398/497	Embden	Somerset	2/26/2029
	Fee	398/526	Embden	Somerset	3/8/1929
	Fee	398/492	Embden	Somerset	2/25/1929
	Fee	398/490	Embden	Somerset	2/26/1929
	Fee	404/34	Embden	Somerset	3/9/1929
	Fee	400/77	Embden	Somerset	4/22/1929
	Fee	398/491	Embden	Somerset	2/25/1929
	Fee	398/496	Embden	Somerset	2/28/1929
	Fee	398/495	Embden	Somerset	2/26/1929
Pine Tree Timberland Company	Fee	401/307	Embden	Somerset	2/23/1929
	Fee	398/498	Embden	Somerset	2/26/1929
	Fee	398/565	Embden	Somerset	3/12/1929
Pine Tree Timberland Company	Fee	398/493	Embden	Somerset	2/23/1929
	Fee	398/494	Embden	Somerset	2/26/1929
	Fee	398/565	Embden	Somerset	3/12/1929
	Fee	404/13	Embden	Somerset	4/13/1929
	Fee	398/536	Embden	Somerset	2/28/1929
	Fee	398/535	Embden	Somerset	3/14/1929
	Fee	398/522	Embden	Somerset	3/8/1929
	Fee	398/517	Embden	Somerset	3/5/1929
	Fee	401/314	Embden	Somerset	3/2/1929
	Fee	401/313	Embden	Somerset	3/2/1929
	Fee	401/370	Embden; Anson	Somerset	3/16/1929
	Fee	398/515	Embden	Somerset	3/5/1929
	Fee	398/512	Embden	Somerset	3/5/1929
	Fee	398/519	Embden	Somerset	3/5/1929
	Fee	398/514	Embden	Somerset	3/6/1929
	Fee	398/511	Anson	Somerset	3/5/1929
	Fee	398/518	Anson	Somerset	3/5/1929

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	398/513	Anson	Somerset	3/5/1929
	Fee	398/516	Anson	Somerset	3/4/1929
	Fee	398/523	Anson	Somerset	3/5/1929
	Fee	398/580	Anson	Somerset	3/20/1929
	Fee	398/509	Anson	Somerset	3/5/1929
	Fee	398/520	Anson	Somerset	3/4/1929
Great Northern Paper Company	Fee	401/529	Anson	Somerset	4/25/1929
	Fee	398/547	Anson	Somerset	3/12/1929
	Fee	398/566	Anson	Somerset	3/12/1929
	Fee	398/564	Anson	Somerset	3/19/1929
	Fee	401/349	Anson	Somerset	3/12/1929
	Fee	401/348	Anson	Somerset	3/12/1929
	Fee	398/545	Anson	Somerset	3/12/1929
	Fee	398/554	Anson	Somerset	3/12/1929
	Fee	398/555	Anson	Somerset	3/12/1929
	Fee	401/390	Anson	Somerset	3/26/1929
	Fee	398/548	Anson	Somerset	3/13/1929
	Fee	398/456	Anson	Somerset	3/13/1929
	Fee	398/549	Anson	Somerset	3/14/1929
	Fee	413/111	Anson	Somerset	4/24/1931
	Fee	398/551	Anson	Somerset	3/13/1929
	Fee	398/552	Anson	Somerset	3/13/1929
	Fee	401/347	Anson	Somerset	3/14/1929
	Fee	398/553	Anson	Somerset	3/13/1929
	Fee	401/352	Anson	Somerset	3/13/1929
	Fee	401/350	Anson	Somerset	3/13/1929
	Fee	401/351	Anson	Somerset	3/14/1929
	Fee	398/557	Anson	Somerset	3/13/1929
	Fee	398/556	Anson	Somerset	3/14/1929
	Fee	398/558	Anson	Somerset	3/15/1929
	Fee	401/346	Anson	Somerset	3/18/1929
	Fee	398/542	Anson	Somerset	3/16/1929
	Fee	398/543	Anson	Somerset	3/14/1929
	Fee	398/544	Anson	Somerset	3/13/1929
	Fee	398/550	Anson	Somerset	3/15/1929
	Fee	407/162	Anson	Somerset	8/23/1930
	Fee	407/163	Starks	Somerset	8/23/1930
	Fee	407/164	Starks	Somerset	8/23/1930
	Fee	407/326	Starks	Somerset	8/30/1930
	Fee	407/165	Starks	Somerset	8/23/1930
	Fee	407/290	Starks	Somerset	8/23/1930
	Fee	407/166	Starks	Somerset	8/23/1930
	Fee	407/167	Starks	Somerset	8/23/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	408/243	Starks	Somerset	8/23/1930
	Fee	407/168	Starks	Somerset	8/26/1930
	Fee	408/244	Starks	Somerset	8/27/1930
	Fee	408/245	Starks	Somerset	8/26/1930
	Fee	408/246	Starks	Somerset	8/26/1930
	Fee	407/169	Starks	Somerset	8/30/1930
	Fee	407/170	Starks	Somerset	8/30/1930
	Fee	407/171	Starks	Somerset	8/30/1930
	Fee	408/464	Starks	Somerset	9/5/1930
	Fee	408/247	Starks	Somerset	9/5/1930
	Fee	408/248	Starks	Somerset	9/6/1930
	Fee	408/249	Starks	Somerset	9/6/1930
	Fee	411/230	Starks	Somerset	12/29/1930
	Fee	407/172	Starks	Somerset	9/6/1930
	Fee	407/173	Starks	Somerset	9/6/1930
	Fee	408/250	Starks	Somerset	9/9/1930
	Fee	407/174	Starks	Somerset	9/9/1930
	Fee	407/175	Starks	Somerset	9/9/1930
	Fee	407/176	Starks	Somerset	9/9/1930
Pinetree Timberland Company	Fee	407/186	Starks	Somerset	9/9/1930
	Fee	407/189	Starks; Industry	Somerset	9/12/1930
	Fee	407/190	Starks	Somerset	9/12/1930
	Fee	245/171	Industry	Franklin	9/13/1930
	Fee	241/589	Industry	Franklin	9/13/1930
	Fee	245/106	Industry	Franklin	9/30/1930
	Fee	245/109	Industry	Franklin	9/13/1930
	Fee	241/589	Industry	Franklin	9/13/1930
	Fee	245/108	Industry	Franklin	9/13/1930
	Fee	245/168	Industry	Franklin	9/16/1930
	Fee	244/57	Industry	Franklin	9/1/1930
	Fee	245/107	Industry	Franklin	9/17/1930
	Fee	245/105	Industry	Franklin	9/16/1930
	Fee	245/104	Industry	Franklin	9/16/1930
	Fee	241/588	Industry	Franklin	9/16/1930
	Fee	245/173	New Sharon	Franklin	10/4/1930
	Fee	247/103	Industry	Franklin	9/20/1930
	Fee	245/174	New Sharon	Franklin	9/20/1930
	Fee	245/172	New Sharon	Franklin	9/20/1930
	Fee	245/169	New Sharon	Franklin	9/20/1930
	Fee	245/170	New Sharon	Franklin	9/20/1930
	Fee	245/63	New Sharon	Franklin	9/23/1930
	Fee	245/64	New Sharon	Franklin	9/24/1930
	Fee	245/66	Farmington	Franklin	9/25/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	245/65	Farmington	Franklin	9/24/1930
	Fee	245/62	Farmington	Franklin	9/25/1930
	Fee	241/591	Farmington	Franklin	9/25/1930
	Fee	241/587	Farmington	Franklin	10/7/1930
	Fee	245/111	Farmington	Franklin	10/1/1930
	Fee	241/561	Farmington	Franklin	9/25/1930
	Fee	241/585	Farmington	Franklin	9/25/1930
	Fee	241/559	Farmington	Franklin	9/26/1930
	Fee	241/556	Farmington	Franklin	9/26/1930
	Fee	241/583	Farmington	Franklin	10/7/1930
	Fee	245/67	Farmington	Franklin	9/26/1930
	Fee	245/161	Farmington	Franklin	8/29/1930
	Fee	245/159	Farmington	Franklin	8/28/1930
	Fee	247/74	Farmington	Franklin	8/28/1930
	Fee	247/70	Farmington	Franklin	8/28/1930
	Fee	245/158	Farmington	Franklin	8/28/1930
	Fee	247/73	Farmington	Franklin	8/28/1930
	Fee	247/71	Farmington	Franklin	8/30/1930
	Fee	245/156	Farmington	Franklin	8/28/1930
	Fee	245/157	Farmington	Franklin	8/27/1930
	Fee	245/143	Farmington	Franklin	9/6/1930
	Fee	245/155	Farmington	Franklin	9/5/1930
	Fee	245/144	Farmington	Franklin	9/5/1930
	Fee	247/29	Farmington	Franklin	9/6/1930
	Fee	247/26	Farmington	Franklin	9/6/1930
	Fee	247/28	Farmington	Franklin	9/5/1930
	Fee	247/32	Farmington	Franklin	9/5/1930
	Fee	245/175	Wilton	Franklin	11/1/1930
	Fee	241/581	Wilton	Franklin	9/10/1930
	Fee	245/141	Wilton	Franklin	9/6/1930
	Fee	247/190	Wilton & Chesterville	Franklin	9/20/1930
	Fee	245/114	Jay	Franklin	9/11/1930
	Fee	247/192	Jay	Franklin	9/9/1930
	Fee	245/140	Jay	Franklin	9/6/1930
	Fee	245/110	Jay	Franklin	9/6/1930
	Fee	245/112	Jay	Franklin	9/10/1930
	Fee	241/596	Jay	Franklin	9/10/1930
	Fee	241/595	Jay	Franklin	9/11/1930
	Fee	241/593	Jay	Franklin	9/10/1930
	Fee	241/584	Jay	Franklin	9/10/1930
	Fee	241/113	Jay	Franklin	9/9/1930
	Fee	247/31	Jay	Franklin	9/11/1930
	Fee	241/539	Jay	Franklin	9/9/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	245/36	Jay	Franklin	9/9/1930
	Fee	245/34	Jay	Franklin	9/5/1930
	Fee	241/541	Jay	Franklin	9/9/1930
	Fee	245/35	Jay	Franklin	9/5/1930
	Fee	241/558	Jay	Franklin	9/22/1930
	Fee	245/40	Jay	Franklin	9/5/1930
	Fee	241/546	Jay	Franklin	9/11/1930
	Fee	245/38	Jay	Franklin	9/11/1930
	Fee	241/542	Jay	Franklin	9/11/1930
	Fee	241/545	Jay	Franklin	9/12/1930
	Fee	245/33	Jay	Franklin	9/12/1930
	Fee	241/544	Jay	Franklin	9/11/1930
	Fee	245/37	Jay	Franklin	9/11/1930
	Fee	245/39	Jay	Franklin	9/11/1930
	Fee	245/142	Jay	Franklin	10/20/1930
	Fee	8024/190	Livermore Falls	Androscoggin	9/24/2010
	Fee	408/243	Livermore Falls	Androscoggin	9/17/1930
	Fee	408/233	Livermore Falls	Androscoggin	10/3/1930
	Fee	408/239	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/236	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/237	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/241	Livermore Falls	Androscoggin	9/18/1930
	Fee	408/215	Livermore Falls	Androscoggin	11/4/1930
	Fee	408/279	Livermore Falls	Androscoggin	9/25/1930
	Fee	408/242	Livermore Falls	Androscoggin	9/19/1930
	Fee	408/234	Livermore Falls	Androscoggin	9/18/1930
	Fee	407/368	Livermore Falls	Androscoggin	10/9/1930
	Fee	408/156	Livermore Falls	Androscoggin	10/10/1930
	Fee	408/271	Leeds	Androscoggin	11/12/1930
	Fee	408/244	Leeds	Androscoggin	10/20/1930
	Fee	408/230	Leeds	Androscoggin	10/20/1930
	Fee	408/196	Leeds	Androscoggin	10/31/1930
	Fee	407/407	Leeds	Androscoggin	10/28/1930
	Fee	408/158	Leeds	Androscoggin	10/21/1930
	Fee	407/362	Leeds	Androscoggin	10/20/1930
	Fee	407/364	Leeds	Androscoggin	10/21/1930
	Fee	408/154	Leeds	Androscoggin	10/22/1930
	Fee	408/149	Leeds	Androscoggin	10/18/1930
	Fee	407/360	Leeds	Androscoggin	10/18/1930
	Fee	408/231	Leeds	Androscoggin	10/28/1930
	Fee	408/153	Leeds	Androscoggin	10/17/1930
	Fee	408/157	Leeds	Androscoggin	10/17/1930
	Fee	408/155	Leeds	Androscoggin	10/17/1930
	Fee	408/147	Leeds	Androscoggin	10/17/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	407/416	Leeds	Androscoggin	10/23/1930
	Fee	408/270	Leeds	Androscoggin	10/18/1930
	Fee	408/199	Leeds	Androscoggin	10/25/1930
	Fee	408/151	Leeds	Androscoggin	10/17/1930
	Fee	408/224	Leeds	Androscoggin	10/17/1930
	Fee	408/238	Leeds	Androscoggin	10/28/1930
	Fee	408/380	Leeds	Androscoggin	10/21/1930
	Fee	408/195	Leeds	Androscoggin	10/21/1930
	Fee	407/524	Leeds	Androscoggin	10/23/1930
	Fee	408/214	Leeds & Greene	Androscoggin	10/21/1930
	Fee	407/560	Greene	Androscoggin	12/8/1930
	Fee	408/203	Greene	Androscoggin	10/22/1930
	Fee	408/208	Greene	Androscoggin	10/21/1930
	Fee	408/209	Greene	Androscoggin	10/22/1930
	Fee	408/218	Greene	Androscoggin	10/22/1930
	Fee	408/216	Greene	Androscoggin	10/23/1930
	Fee	408/275	Greene	Androscoggin	10/24/1930
	Fee	408/200	Greene	Androscoggin	10/24/1930
	Fee	408/202	Greene	Androscoggin	10/23/1930
	Fee	408/206	Greene	Androscoggin	10/17/1930
	Fee	408/205	Greene	Androscoggin	10/23/1930
	Fee	408/211	Greene	Androscoggin	10/24/1930
	Fee	408/199	Greene	Androscoggin	10/24/1930
	Fee	408/197	Greene	Androscoggin	10/24/1930
	Fee	408/212	Greene	Androscoggin	10/23/1930
	Fee	408/207	Greene	Androscoggin	10/23/1930
	Fee	408/379	Greene	Androscoggin	11/8/1930
	Fee	407/403	Greene	Androscoggin	10/24/1930
	Fee	408/201	Greene	Androscoggin	10/23/1930
	Fee	408/194	Greene	Androscoggin	10/28/1930
	Fee	408/268	Greene	Androscoggin	11/4/1930
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/274	Greene	Androscoggin	11/6/1930
	Fee	511/402	Greene	Androscoggin	7/23/1940
	Fee	408/267	Greene	Androscoggin	11/5/1930
	Fee	511/403	Greene	Androscoggin	7/2/1940
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/269	Greene	Androscoggin	11/5/1930
	Fee	408/266	Greene	Androscoggin	11/8/1930
	Fee	408/376	Greene	Androscoggin	11/7/1930
	Fee	407/439	Greene	Androscoggin	11/5/1930
	Fee	408/280	Greene	Androscoggin	11/5/1930
	Fee	408/273	Greene	Androscoggin	11/7/1930
	Fee	408/272	Lewiston	Androscoggin	11/7/1930

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	407/526	Lewiston	Androscoggin	11/14/1930

SECTION 3007

Grantor¹	Interest	Book/Page	Town(s)	County	Date
	Fee	407/526	Lewiston	Androscoggin	11/14/1930
	Fee	408/420	Lewiston	Androscoggin	1/5/1931
	Fee	408/478	Lewiston	Androscoggin	1/9/1931
	Fee	7969/262	Lewiston	Androscoggin	7/2/2010
	Fee	8236/64	Lewiston	Androscoggin	9/9/2011
	Fee	7973/221	Lewiston	Androscoggin	7/8/2010
	Fee	8012/263	Lewiston	Androscoggin	9/13/2010
	Fee	954/268	Lewiston	Androscoggin	1/28/1966
	Fee	956/515	Lewiston	Androscoggin	4/6/1966

Notes:

Central Securities Corporation (CESC) conveyed to Central Maine Power Company by the following deeds: Androscoggin County Registry of Deeds Book 450 Page 417, Book 450 Page 425 and Cumberland County Registry of Deeds Book 1480 Page 402

Central Securities Corporation (CESC) conveyed to Central Maine Power Company by the following deed: Androscoggin County Registry of Deeds Book 407 Page 663

Central Securities Corporation (CESC) conveyed to Central Maine Power Company by the following deeds: Somerset County Registry of Deeds Book 434 Page 79 and Franklin County Registry of Deeds Book 259 Page 64

SCHEDULE 2, SECTION 432 TRANSMISSION LINE CENTERLINE DESCRIPTION

[To be revised and updated prior to the execution of the Easement Deed, including in order to reflect changes needed to conform to the NECEC Transmission Line detail engineering design.]

The Section 432 Transmission Line Centerline is more particularly described as follows:

Being so much of the CMP Land within 75 feet of either side of a centerline and the extensions thereof, so as to form a corridor of straight tangents without curves or radii, beginning at a point on the easterly side of land of NECEC Transmission described in a deed from CMP dated _____ and recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____, said point being S 66°53'40" E a distance of 225 feet, more or less, from a proposed Structure 2 with coordinates of N 16043543.310, E 1330262.826; thence N 66°53'40" W a distance of 225 feet more or less to said Structure 2; thence by and along the centerline set forth in the following table to a point in said Beattie Township near the border between the Province of Quebec and the State of Maine at Structure 804;

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
2	16043543.310	1330262.826	3,519.6	N 23°49'10" E
6	16046763.130	1331684.244	1,612.8	N 28°38'11" E
8	16048178.680	1332457.198	15,109.7	N 05°30'25" E
23	16063218.650	1333907.243	717.4	N 11°41'24" E
24	16063921.190	1334052.605	4,261.9	N 05°27'45" E
32	16068163.760	1334458.319	1,135.8	N 01°58'49" E
34	16069298.920	1334497.566	17,107.0	N 05°18'37" E
50	16085197.290	1336041.576	13,384.8	N 01°22'40" W
64	16098578.230	1335719.742	12,161.7	N 01°18'21" W
76	16110736.780	1335442.594	10,138.7	N 31°54'04" E
86	16119344.130	1340800.453	18,053.6	N 01°15'04" W
106	16137393.380	1340406.248	3,373.8	N 14°14'58" W
109	16140663.340	1339575.819	18,782.9	N 13°58'34" W
129	16158890.240	1335039.432	1,650.0	N 22°24'16" W
131 ¹	16160415.690	1334410.550	499.4	N 08°16'33" E
132	16160909.930	1334482.440	5,802.1	N 14°01'42" W
138	16166538.980	1333076.000	27,861.0	N 13°48'08" E
167	16193595.500	1339722.868	1,240.0	N 13°42'22" E
169	16194800.200	1340016.679	18,482.2	N 13°14'15" E
189	16212791.290	1344248.898	7,382.8	N 04°11'35" E
197	16220154.290	1344788.716	4,110.2	N 25°58'58" E

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
201	16223849.030	1346589.376	773.1	N 25°58'57" E
202 ²	16224544.010	1346928.076	902.9	N 25°58'58" E
203	16225355.620	1347323.623	5,227.3	N 25°54'57" E
208	16230057.270	1349608.231	15,185.5	N 49°26'37" E
224	16239930.830	1361145.703	30,437.6	N 49°13'34" E
255	16259808.870	1384195.886	1,547.1	N 55°23'51" E
257	16260687.440	1385469.322	19,287.6	N 62°41'23" E
277	16269536.790	1402607.021	1,244.2	N 62°41'22" E
279 ³	16270107.630	1403712.510	636.3	N 62°41'23" E
280	16270399.560	1404277.868	26,315.1	N 14°14'48" E
306	16295905.390	1410753.956	723.3	N 14°35'30" E
307	16296605.340	1410936.171	14,729.7	N 01°46'13" W
322	16311327.960	1410481.140	5,340.5	N 01°23'52" E
328	16316666.880	1410611.424	2,948.9	N 01°30'17" E
331	16319614.720	1410688.863	8,081.1	N 01°37'46" E
339	16327692.550	1410918.665	9,463.9	N 01°47'56" E
348	16337151.770	1411215.762	6,551.7	N 01°57'56" E
355	16343699.570	1411440.463	4,497.4	N 02°07'01" E
360	16348193.930	1411606.586	8,691.9	N 02°15'23" E
368	16356879.050	1411948.814	2,618.5	N 02°28'18" E
371	16359495.090	1412061.734	6,491.9	N 02°33'13" E
378	16365980.500	1412350.973	7,077.0	N 43°33'31" W
385	16371109.010	1407474.242	1,008.1	N 08°52'26" E
386	16372105.050	1407629.755	884.4	N 08°52'26" E
387	16372978.900	1407766.190	1,219.0	N 08°52'26" E
388	16374183.300	1407954.233	295.1	N 08°52'27" E
389	16374474.890	1407999.760	277.6	N 08°52'26" E
390	16374749.170	1408042.583	742.5	N 37°29'45" W
391	16375338.230	1407590.649	511.0	N 04°18'58" W
392	16375847.830	1407552.188	1,019.2	N 60°43'45" E
393	16376346.160	1408441.260	2,149.6	N 60°43'44" E
395	16377397.190	1410316.378	17,178.0	N 27°47'44" E
412	16392593.130	1418326.762	6,187.7	N 39°01'52" E
419	16397399.780	1422223.425	2,951.1	N 18°00'06" W
422	16400206.420	1421311.408	4,502.4	N 72°22'58" E
426	16401569.090	1425602.608	4,379.4	N 38°55'14" E
430	16404976.350	1428353.936	13,911.0	N 09°26'45" E
444	16418698.750	1430636.954	4,208.8	N 14°41'04" E

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
448	16422770.050	1431703.858	2,135.5	N 06°04'37" E
450	16424893.590	1431929.934	12,510.5	N 13°56'29" W
462	16437035.520	1428915.785	6,009.9	N 29°39'57" W
469	16442257.700	1425941.220	15,994.6	N 03°26'49" W
487	16458223.370	1424979.551	5,635.5	N 19°04'56" W
494	16463549.180	1423137.165	8,548.2	N 36°23'38" W
506	16470430.130	1418065.244	7,587.4	N 28°22'19" W
516	16477106.140	1414459.745	605.1	N 32°43'59" W
517	16477615.130	1414132.565	1,500.7	N 28 46'15" W
519	16478930.530	1413410.293	7,595.7	N 77°50'24" W
527	16480530.520	1405985.030	3,045.3	N 14°51'35" W
530	16483473.940	1405204.058	2,346.1	N 61°34'46" W
533	16484590.540	1403140.710	3,086.7	N 85°14'32" W
MGTS ⁴	16484846.560	1400064.611		
WFPTS ⁵	16486721.030	1397031.043	8,486.5	N 00°34'15" W
544	16495207.110	1396946.481	5,980.2	N 49°15'33" W
550	16499110.020	1392415.475	1,582.3	N 67°14'54" W
552	16499721.970	1390956.267	1,540.5	N 30°45'53" W
554	16501045.720	1390168.260	3,340.6	N 49°15'33" W
558	16503225.900	1387637.220	8,765.8	N 17°05'29" W
567	16511604.540	1385060.998	9,624.0	S 80°20'17" W
577	16509989.320	1375573.505	2,885.2	S 47°22'21" W
580	16508035.390	1373450.676	943.1	N 49°11'21" W
581	16508651.770	1372736.866	738.6	N 66°23'30" W
582	16508947.580	1372060.050	14,595.9	S 74°05'31" W
597	16504946.880	1358023.101	13,477.9	N 14°20'49" W
610	16518004.400	1354683.398	8,783.8	N 33°14'31" E
619	16525350.860	1359498.468	10,022.3	N 38°56'00" W
629	16533146.950	1353200.300	4,171.6	N 59°12'04" W
633	16535282.930	1349617.011	1,012.1	S 77°50'47" W
634	16535069.860	1348627.638	5,749.7	N 65°29'20" W
640	16537455.230	1343396.140	10,496.6	S 66°49'16" W
651	16533323.740	1333746.798	10,813.4	S 74°09'12" W
662	16530370.970	1323344.363	7,987.3	N 77°40'31" W
670	16532075.870	1315541.158	5,478.3	S 51°14'45" W
675	16528646.590	1311268.994	1,858.6	S 20°22'44" W
677	16526904.280	1310621.762	12,347.4	S 72°05'56" W
690	16523108.990	1298872.099	1,205.2	N 76°51'37" W

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
692	16523382.970	1297698.429	9,694.2	S 79°29'20" W
703	16521614.490	1288166.859	6,280.6	N 89°35'37" W
710	16521659.050	1281886.419	1,740.9	S 44°53'18" W
712	16520425.670	1280657.839	3,863.2	S 79°08'56" W
717	16519698.390	1276863.726	6,164.7	N 72°02'17" W
724	16521599.490	1270999.526	14,019.4	S 88°12'07" W
738	16521159.630	1256986.989	2,261.8	S 71°34'35" W
740	16520444.810	1254841.121	4,366.4	N 83°16'29" W
744	16520956.160	1250504.799	8,335.9	S 88°12'07" W
752	16520694.600	1242172.995	11,044.7	N 80°42'51" W
763	16522476.770	1231273.001	7,718.3	N 24°05'23" W
771	16529522.850	1228122.648	5,310.7	N 77°44'28" W
776	16530650.470	1222933.007	3,262.5	N 08°51'41" W
780	16533874.040	1222430.428	4,058.2	S 77°48'23" W
784	16533016.880	1218463.744	6,449.3	N 77°03'01" W
790	16534462.140	1212178.483	14,227.0	N 63°12'53" W
804	16540873.530	1199477.973		

Thence continuing on the bearing of N 63°12'53" W a distance of 64.5 feet, more or less to the border between the Province of Quebec, Canada and the State of Maine. All coordinates and bearings are State Plane Coordinates, NAD 83, Zone 19 North.

Footnotes

- ¹ – Livermore Falls Substation structures 130-131
- ² – Sturtevant Substation structure 202
- ³ – Starks Substation structures 197-200
- ⁴ – Moxie Gore Termination Station
- ⁵ – West Forks Plantation Termination Station

SCHEDULE 3, SECTION 3007 TRANSMISSION LINE CENTERLINE DESCRIPTION

[To be revised and updated prior to the execution of the Easement Deed, including in order to reflect changes needed to conform to the NECEC Transmission Line detail engineering design.]

The Section 3007 Transmission Line Centerline is more particularly described as follows:

Being so much of the CMP Land within 75 feet of either side of a centerline and the extensions thereof, so as to form a corridor of straight tangents without curves or radii, beginning at a point on the easterly side of land of NECEC Transmission described in a deed from CMP dated _____ and recorded in the Androscoggin County Registry of Deeds in Book _____, Page _____, said point being S 66°14'19" E a distance of 225 feet, more or less, from a proposed Structure 1 with coordinates of N 16043235.950, E 1330037.713; thence N 66°14'19" W a distance of 225 feet more or less to said Structure 1; thence by and along the centerline set forth in the following table to a point in CMP's Larrabee Road Substation located easterly of Larrabee Road in the City of Lewiston, Androscoggin County, Maine;

Structure	Structure Coordinate Northing	Structure Coordinate Easting	Ahead Distance (Feet)	Ahead Bearing
Merrill Road	16043098.860	1330349.107	340.2	N 66°14'19" W
1	16043235.950	1330037.713	4093.7	S 23°57'42" W
8	16039495.070	1328375.147	414.7	S 27°14'26" E
9	16039126.370	1328564.964	672.7	S 32°07'35" E
10	16038556.690	1328922.690	205.5	S 04°05'32" E
11	16038351.680	1328937.357	311.8	S 40°20'43" W
12	16038114.040	1328735.500	558.7	S 09°30'00" E
Larrabee Road	16037562.960	1328827.719		

All bearings and coordinates are State Plane Coordinates, NAD 83, Zone 19 North.

SCHEDULE 4 – EXISTING CMP LINE CROSSING LOCATIONS

[To be updated prior to execution of the Easement Deed.]

For the Section 3007 Transmission Line, the CMP Line crossings listed on the following table:

<u>Section</u>	<u>Town</u>	<u>Coordinates of approximate crossing point</u>	
		<u>Northing</u>	<u>Easting</u>
Section 251	City of Lewiston	16043036.211	1330215.898
Section 200	City of Lewiston	16043077.845	1330128.102
Section 298 (ADSS fiber)	City of Lewiston	16041013.409	1329039.782
Section 268	City of Lewiston	16039685.325	1328447.066
Section 76	City of Lewiston	16039848.908	1328513.765
Section 61	City of Lewiston	16038552.057	1328927.873
Section 255	City of Lewiston	16038440.542	1328933.253

For the Section 432 Transmission Line, the CMP Line crossings listed on the following table:

<u>Section</u>	<u>Town</u>	<u>Coordinates of approximate crossing point</u>	
		<u>Northing</u>	<u>Easting</u>
Section 251	City of Lewiston	16043503.993	1330422.394
Section 200	City of Lewiston	16043543.593	1330333.024
Leeds Substation Tap South	Leeds	16108439.261	1335488.568
Leeds Substation Tap North	Leeds	16108492.181	1335490.668
Section 200A	Livermore Falls	16143080.829	1338975.773
Section 89	Livermore Falls	16160846.938	1334467.472
Section 243A	Jay	16166060.389	1333203.168
Nestle Line	Farmington	16227734.700	1348468.686
T-2 Line	Farmington	16227754.089	1348478.365
Section 44	Anson	16294707.238	1410445.392
Section 63	Moscow	16374264.554	1407963.403
Section 83	Moscow	16374353.268	1407981.153
Section 264	Moscow	16374563.471	1408008.515
Section 66	Moscow	16374664.390	1408026.756
Section 222 (Wyman)	Moscow	16375799.199	1407561.697
Section 222 (MAFB South)	Moscow	16397362.847	1422169.965
Section 222 (MAFB North)	Moscow	16401708.090	1425690.306
Section 222A	Moscow	16408778.464	1428982.301
Jackman Tie Line	West Forks Pt.	16507605.497	1386302.052

Coordinates are State Plane, NAD 83, Zone 19 North

Also reserving to CMP, its successors and assigns, all distribution lines currently located within the Section 3007 Transmission Line and Section 432 Transmission Line Easement Areas, including but not limited to, the lines listed on the following table. A distribution line, for the purpose of this reservation, is an electric line with a voltage of 34,500 volts or less.

Distribution line crossings:

<u>Section</u>	<u>Road name</u>	<u>Town</u>	<u>County</u>
3007	Merrill Rd	City of Lewiston	Androscoggin
432	Route 202/11	Greene	Androscoggin
	Dagget Hill Rd & driveway	Greene	Androscoggin
	Meadow Hill Rd	Greene	Androscoggin
	Packard Rd & driveway	Greene	Androscoggin
	Allen Pond Campground Rd	Greene	Androscoggin
	Rose Rd	Greene	Androscoggin
	Allen Pond Rd & driveway	Greene	Androscoggin
	Linda Rd	Greene	Androscoggin
	N Line Rd	Greene/Leeds	Androscoggin
	Church Hill Rd	Leeds	Androscoggin
	River Rd	Leeds	Androscoggin
	Fish Rd	Leeds	Androscoggin
	Route 219	Leeds	Androscoggin
	Campbell Rd	Leeds	Androscoggin
	Knapp Rd	Leeds	Androscoggin
	Strickland Loop Rd (south)	Livermore Falls	Androscoggin
	Strickland Loop Rd (north)	Livermore Falls	Androscoggin
	River Rd	Livermore Falls	Androscoggin
	Lyman Lane	Livermore Falls	Androscoggin
	Androscoggin Bluff	Livermore Falls	Androscoggin
	Bear Brook Rd	Livermore Falls	Androscoggin
	Hillman Ferry Rd	Livermore Falls	Androscoggin
	Route 133	Livermore Falls	Androscoggin
	Pomeroy Rd	Livermore Falls	Androscoggin
	Fayette Rd (Rt 17)	Livermore Falls	Androscoggin
	Moose Hill Rd	Livermore Falls	Androscoggin
	Turmel Rd	Livermore Falls	Androscoggin
	Claybrook Rd	Jay	Franklin
	East Jay Rd	Jay	Franklin
	Belanger Rd	Jay	Franklin
	Plaisted Rd	Jay	Franklin
	Soules Hill Rd	Jay	Franklin
	Route 156	Chesterville	Franklin
	Mc Grillis Corner Rd	Wilton	Franklin
	Webster Rd	Farmington	Franklin
	Knowlton Corner Rd	Farmington	Franklin
	Whittier Rd	Farmington	Franklin
	Route 2	Farmington	Franklin
432	Davis Rd	Farmington	Franklin
	Bailey Hill Rd	Farmington	Franklin
	Osborne Rd	Farmington	Franklin
	Perham Hill -Weeks Mill	Farmington	Franklin
	Hardy Lane	Farmington	Franklin

Section	Road name	Town	County
	Clearwater Rd	New Sharon	Franklin
	Goodrich-Odell Rd	New Sharon	Franklin
	Bailey Rd	Industry	Franklin
	Route 43	Industry	Franklin
	Sawyers Mill Rd	Starks	Somerset
	Mayhew Rd	Starks	Somerset
	Redneck Rd	Starks	Somerset
	Starks Rd (Rt 43)	Starks	Somerset
	Starks Rd (Rt 43 - Main St)	Anson	Somerset
	Lloyd Rd & driveway	Anson	Somerset
	Brookerville Rd	Anson	Somerset
	Campground Rd	Anson	Somerset
	River Rd (Rt 8)	Anson	Somerset
	Madison St	Anson	Somerset
	Solon Rd (Rt 8 & 201A)	Anson	Somerset
	Across Town Rd	Embden	Somerset
	Bert Berry Rd	Embden	Somerset
	Jackson Pond Rd	Concord	Somerset
	Fletcher Mountain Rd	Concord	Somerset
	Pleasant Ridge Rd	Concord	Somerset
	Route 201	Moscow	Somerset
	Donigan Rd	Moscow	Somerset
	Burns Rd	Moscow	Somerset
	Henry Beaudoin Rd	Moscow	Somerset
	Lake Moxie Rd	The Forks	Somerset
	Route 201	Johnson Mountain	Somerset

Schedule 5
 Existing Easements, Licenses and Agreements on CMP Land

[To be updated prior to execution of the Easement Deed.]

(i) Easements

<u>Town</u>	<u>County</u>	<u>Section</u>	<u>Grantee²</u>	<u>Date</u>	<u>Book/Page</u>
Bald Mt./Caratunk	Somerset	222	United States of America	2/18/1987	1324/19
Moxie Gore	Somerset	222		2/10/1998	2395/193
Moxie Gore	Somerset	222		9/7/2000	2718/196
The Forks	Somerset	222	Milton & CMP	12/5/1960	753/21
The Forks	Somerset	222	New England Telephone & Telegraph Co.	10/7/1994	2051/175
The Forks	Somerset	222	Great Northern Paper	10/30/1953	554/474
Moscow	Somerset	222	United States of America	9/17/1987	1375/308
Moscow	Somerset	222	United States of America	9/17/1987	1375/306
Moscow	Somerset	222	Bingham Land Company	12/21/1953	554/518
Moscow	Somerset	222		9/9/1986	1291/258
Moscow	Somerset	222		2/12/2007	3815/255
Moscow	Somerset	222		5/4/1995	2095/112
Moscow	Somerset	63	FPL Energy	4/5/1999	2540/140
Embden	Somerset	63		9/4/1997	2347/58
Embden	Somerset	63		11/15/1947	592/452
Embden	Somerset	63		4/23/1958	596/102
Anson	Somerset	63		7/22/1988	1453/167
Industry	Franklin	63		5/5/2015	3728/332
Farmington	Franklin	278		6/1/2006	2766/149
Farmington	Franklin	278		8/28/1930	247/7
Jay	Franklin	278		6/3/1992	1293/317
Livermore Falls	Androscoggin	200		9/27/2010	8028/103
Livermore Falls	Androscoggin	200		9/27/2010	8024/196
Livermore Falls	Androscoggin	200	Livermore Falls Cemetery Assoc.	5/29/2018	9856/53
Livermore Falls	Androscoggin	200		9/27/2010	7958/29
Livermore Falls	Androscoggin	200	Androscoggin Bluffs	2/16/1978	1322/54
Leeds	Androscoggin	200		1/24/1957	408/204 – 408/151
Leeds	Androscoggin	200		8/1/1957	408/238
Leeds	Androscoggin	200		8/31/1970	1022/691

² Names of individual grantees have been redacted from this form easement.

<u>Town</u>	<u>County</u>	<u>Section</u>	<u>Grantee²</u>	<u>Date</u>	<u>Book/Page</u>
Leeds	Androscoggin	200		2/24/1993	2997/230
Leeds	Androscoggin	200		8/8/1984	1752/305
Greene	Androscoggin	200		9/10/1980	408/211
Greene	Androscoggin	200		11/26/2007	7348/118
Greene	Androscoggin	200		2/27/1984	1715/46
Greene	Androscoggin	200		4/24/1984	1718/195
Greene	Androscoggin	200		5/31/2004	5960/295
Greene	Androscoggin	200		9/27/2006	6934/292
Greene	Androscoggin	200		4/28/2011	10727/269
Greene	Androscoggin	200		5/16/2012	8478/272
Greene	Androscoggin	200		6/22/2006	6855/101
Greene	Androscoggin	200		2/9/2010	8013/314
Lewiston	Androscoggin	200	Society of Dominican Fathers Cemetery	4/16/1964	935/463
Lewiston	Androscoggin	200		5/7/1994	3330/338

(ii) those agreements, permissions and rights, to the extent still in effect, listed below:

<u>Instrument</u>	<u>Town</u>	<u>Section</u>	<u>Landowner³</u>	<u>Date</u>	<u>Notes</u>
License	The Forks	222	Lake Moxie ATV Riders	6/25/2007	Recreational Trail
Permission	Concord	63		7/2/1997	Agricultural use, yard and garden
Permission	Concord	63		6/30/1997	Yard and garden
Permission	Concord	63		7/2/1997	Yard and garden
Permission	Concord	63		8/15/1994	Road / driveway
License	Concord	63		11/17/1992	Water line
Agreement	Embden	63		10/5/2005	Fill & edge of building
License	Embden	63	Moose Alley ATV & Abanaki Snow Riders	12/7/2007	Recreational trail
Permission	Embden	63		1/17/1961	Agricultural use
Agreement	Anson	63		11/16/1983	Agricultural use
Agreement	Anson	63		4/9/1987	Farm road
Agreement	Anson	63		6/5/1986	Recreational fields
Permission	Anson	63		11/1/1978	Driveway
Permission	Anson	63	MSAD# 74	6/19/1970	Recreational field & parki area
Agreement	Starks	63		1/29/1982	Driveway
Consent	Starks	63	Madison Electric Works	9/3/1998	Distribution line
Permission	Starks	63		9/16/1999	Road / driveway
Permission	Starks	63		9/7/1978	Drainage way
Permission	Starks	63		7/30/1975	Distribution line
License	Starks	63	Starks Trail Riders	10/9/2009	Recreational trail

³ Names of individual landowners have been redacted from this form easement.

			ATV		
Permission	Industry	63		8/28/1978	Road / driveway
Permission	New Sharon	63	Linc's Electric	11/1/2002	Distribution line
Permission	Concord	63		4/6/1944	Agricultural
Agreement	Farmington	278		8/28/1930	Agricultural uses
Permission	Farmington	278		1/2/2004	Distribution line
Permission	Farmington	278	Town of Farmington	1/22/1971	Sign
Agreement	Wilton	278		7/31/2006	Drainage way
Agreement	Wilton & Chesterville	63		5/10/2002	Agricultural uses / spring
Agreement	Jay	278		10/15/1987	Agricultural uses
Permission	Jay	278		9/28/1995	Remove plants
Permission	Livermore Falls	200	Bowman Field Flying Club	10/4/2010	Marker balls
Agreement	Livermore Falls	200		10/20/2004	Underground pipe & lawn
Agreement	Livermore Falls	200		12/7/2000	Agricultural use
Agreement	Livermore Falls	200		7/25/1993	Road / driveway
Agreement	Livermore Falls	200		11/12/2004	Underground drainage
Permission	Livermore Falls	200		11/8/2010	Agricultural use
License	Livermore Falls	200		6/27/1989	Road / driveway
Agreement	Leeds	200		10/9/1972	Agricultural use
Permission	Leeds	200		8/13/2012	Livestock gate
Permission	Leeds	200		12/16/1976	Agricultural use
Permission	Leeds	200		11/18/1998	Hunting
License	Leeds	200		8/22/1992	Agricultural user
License	Leeds	200	Leeds Stump Jumpers	6/8/2001	Recreational trail
Agreement	Greene	200	Town of Greene	11/6/1986	Driveway / turnaround
Agreement	Greene	200		10/13/2007	Driveway
Permission	Greene	200		11/2/2010	Shed

EXHIBIT C

Form of Passamaquoddy Lease Assignment

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE AGREEMENT ("Assignment") is made as of as of ____ day of _____, _____, by and among by and among **Central Maine Power Company**, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Assignor") and [NECEC **Transmission LLC**], a Delaware limited liability company and an affiliate of Central Maine Power Company under 35-A M.R.S. § 707 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to a certain lease agreement dated October 23rd, 2017 by and between the Passamaquoddy Tribe, a federally recognized Indian Tribe having reservations at Pleasant Point, Maine and Princeton, Maine (hereinafter called the "Lessor") and Central Maine Power Company ("Lease Agreement"). A copy of the Lease Agreement is attached hereto as Exhibit A.

WHEREAS, Lessor is the owner of a property in Lowelltown Township (T1 R8 WBKP) in Franklin County, Maine described in a deed from Great Northern Nekoosa Corporation to the United States of America, as Trustees for the benefit of the Passamaquoddy Tribe, recorded in the Franklin County Registry of deeds in Book 718, Page 128 ("Lessor's Property").

WHEREAS, under the terms of the Lease Agreement, the Lessor has leased to Assignor, a non-exclusive lease and right to use of a portion of Lessor's Property for the construction of transmission line facilities all as described in the Lease Agreement being a three hundred (300) foot wide by approximately three hundred (300) foot long area located on a portion of the aforementioned Lowelltown Township (hereinafter the "Leased Premises").

WHEREAS, the Bureau of Indian Affairs ("BIA") has or will have as of the effective date of the Lease Agreement approved the Lease Agreement;

WHEREAS, the Lease Agreement permits the assignment of Assignor's rights and interests in the Lease Agreement in whole or in part subject to BIA consent as may be required under applicable BIA regulations; and,

WHEREAS, Assignor and Assignee wish to enter into this Assignment Agreement for the purpose of assigning Assignor's rights under the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Assignment, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Assignment Agreement or as may be applicable the Lease Agreement.

2. Assignment and Assumption. Assignor does hereby assign, sell, convey, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Lease Agreement, and Assignee accepts from Assignor all such right, title and interest, and hereby agrees to hereinafter accept the obligations of Lessee under the Lease Agreement.

3. Indemnification. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit, or other liability (including reasonable attorneys' fees) incurred by Assignor which arises out of, or is based upon, a failure by Assignee to perform or fulfill any term,

covenant, agreement, duty, responsibility or obligation of Assignee, as Lessee under the Lease Agreement which initially accrues or arises after the date hereof.

4. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Assignment shall be governed by the laws of the State of Maine, without regard to conflicts of law principles, except as otherwise specified in the Lease Agreement. This assignment shall be subject to any requirements pertaining hereto under BIA regulations.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SIGNATURE PAGE

The parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

[NECEC TRANSMISSION LLC]

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
COPY OF THE LEASE AGREEMENT

TRANSMISSION LINE LEASE

between

PASSAMAQUODDY TRIBE and CENTRAL MAINE POWER COMPANY

This Lease Agreement is made by and between the Passamaquoddy Tribe, a federally recognized Indian Tribe having reservations at Pleasant Point, Maine and Princeton, Maine (hereinafter called the “Lessor”) and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called “Lessee”). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of a portion of Lowelltown Township (T1 R8 WBKP) in Franklin County, Maine described in a deed from Great Northern Nekoosa Corporation to the United States of America, as Trustees for the benefit of the Passamaquoddy Tribe, recorded in the Franklin County Registry of deeds in Book 718, Page 128 (“Lessor’s Property”). Said portion of Lessor’s Property to be leased hereunder is described in **Exhibit “A”** and shown on the survey **Exhibit “B”** each attached hereto and incorporated herein, being a three hundred (300) foot wide by approximately three hundred (300) foot long area located on a portion of the aforementioned Lowelltown Township (hereinafter the “Leased Premises”). The Bureau of Indian Affairs may hereinafter be separately identified as the “BIA”. The Passamaquoddy Tribe of Maine may hereinafter be separately identified as the “Passamaquoddy Tribe.” The BIA separately executes this Lease for the purposes of indicating its approval of this Lease.

This Lease is subject to the following terms and conditions:

1. Term:

- a. This Lease shall be in effect from the date of execution of this instrument for a term of twenty-five (25) years (the “Initial Term”) and, at five year intervals, the term of this Lease shall automatically renew (a “Renewal Term”) for periods of an additional five years as will grant Lessee a remaining lease term totaling fifty (50) years, so long as Lessee is not in Default of this Lease giving rise to a termination under paragraph 13 hereof or this Lease has not been earlier terminated in accordance with the terms hereof. Either party may record a notice of the automatic lease renewal in the Franklin County Registry of Deeds. Notice of the renewal shall be provided to Lessor and a record thereof shall be recorded in the Bureau of Indian Affairs Land Titles and Records Office. No additional payment shall be required at the time of renewal of this Lease.
- b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13.
- c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing. Lessee shall not be entitled to any reimbursement of lease payments if Lessee terminates this Lease. Any termination permitted under this subsection shall comply in all respects with any requirements for consent or notification of the BIA in accordance with 25 CFR 162.465 as applicable.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2 Rent. Lessee shall pay to the Lessor rent payments (“Rent”) described and payable as follows:

a. Initial Payment. Lessee shall pay a non-refundable payment equal to One Million Dollars (\$1,000,000.00) due on the date of execution of this Lease by all parties (the “Initial Payment”).

b. Post-Completion Rental Payments. Each calendar year following the “Completion Date” (defined below) and continuing until the expiration of the Initial Term or earlier termination of this Lease, Lessee shall pay to Lessor annual rental payments hereof (“Post Commencement Rental Payment”) calculated as follows:

On the later of the first day of each calendar year following the Completion Date or the date on which the “Actual Annual Project Net Income” is known and filed with FERC (as set forth below), Lessee shall pay to Lessor an amount equal to the reported “Actual Annual Project Net Income” for the prior calendar year multiplied by a “Rental Percentage Factor.” The “Rental Percentage Factor” shall be calculated as a fraction, the numerator of which shall be Five Hundred Thousand Dollars (\$500,000.00) and the denominator of which shall be the “Project Forecasted Net Income”. The Project Forecasted Annual Net Income shall be defined as the projected net income for the project as submitted by Lessee in its bid response to the Massachusetts Request For Proposals For Long-Term Contract For Clean Energy Projects dated March 31, 2017 or such other amount approved in connection with any award of the contract in connection therewith. The “Actual Annual Project Net Income” shall be the annual net income for the project reported to FERC pursuant to FERC accounting and required filings.

In no event shall the Post Commencement Rental Payment be less than Two Hundred and Fifty Thousand Dollars in the aggregate (i.e., the sum of all Post Commencement Rental Payments) during the initial term of this Lease.

c. Annual Funding Payments. On the first day of each calendar year following the “Completion Date” (defined below) (inclusive of the Initial Term and any Renewal Term) and continuing until the expiration or earlier termination of this Lease, Lessee shall pay to Lessor, or to a “Scholarship Fund” to be established by Lessor prior to the Completion Date, an amount to be used by Lessor or said Scholarship Fund, towards educational, training, camp and cultural opportunities for members of the Passamaquoddy Tribe. The amount of this annual contribution shall be Ten Thousand Dollars (\$10,000.00).

The “Completion Date” referenced above shall be the date on which Lessor notifies Lessee in writing that the Facilities (defined below) are installed, energized and determined by Lessor to be operational.

Lessor acknowledges and agrees that the above referenced terms regarding consideration are adequate and sufficient consideration for this Lease and that Lessor shall prior to or upon execution of this Lease execute and deliver to the BIA a resolution and waiver, waiving the need for an appraisal, including in the manner contemplated under 25 CFR 162.420.

Any Rent shall be paid directly to the Passamaquoddy Tribe by making payments to the address shown under paragraph 24 below, payable by certified check, wire transfer (upon receipt of wire transfer instructions), or any other form reasonably acceptable to the Passamaquoddy Tribe. Upon request, a party may request proof of payment and receipt.

In the event Lessee shall fail to pay Lessor Rent within fifteen (15) days after same shall have become due and payable following written notice by Lessor of the failure to pay, and an opportunity to cure within five business days of said notice, Lessee shall also pay as additional Rent hereunder, a late charge equal to five percent (5%) of the Rent then due and payable, plus interest which shall accrue at the rate of eight percent (8%) per annum. The late charge and interest payable pursuant to this Paragraph shall be (i) payable within 10 days after written demand for payment and (ii) without prejudice to any of Lessor's rights and remedies hereunder in law or in equity for nonpayment or late payment of Rent, such additional Rent or other sums and shall be in addition to any such rights and remedies. In addition to the foregoing, the BIA may assess special fees with respect to any collection or administrative action with respect to any past due amounts to the extent permitted under and in accordance with 25 CFR 162.466(c) and 162.468.

Lessee shall have no other rent payment obligations and upon payment of the Rent set forth above, the consideration for this Lease shall be fully satisfied. There shall be no other rent or lease payments due during either the Initial term or any Renewal Term of this Lease.

3. Purpose/Permitted Use. The Leased Premises shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Leased Premises; to enter upon the Leased Premises at any time with personnel and conveyances and all necessary tools and machinery to maintain the Leased Premises and Facilities; the non-exclusive right of ingress to and egress from the Leased Premises and any adjoining lands of Lessee over and across the land of the Lessor including the right to construct an access road across the Leased Premises; to transmit electricity and communication, over said wires, cables, or apparatus installed on the Facilities. Lessee shall own Facilities placed on the Leased Premises. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

Prior to construction of any of the above said Facilities, Lessee shall provide to Lessor:
(a) A plan that describes the type and location of the Facilities to be constructed by the Lessee; and
(b) A general schedule for construction of the permanent improvements, including anticipated dates and schedules for commencement and completion of construction.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Leased Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein; Lessor reserves for the BIA the right to enter onto the Leased Premises at any time and from time to time to inspect the Leased Premises and ensure compliance with the terms hereof in accordance with Section 5 (c) below.

5. Access and BIA Right of Inspection:

a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Leased Premises. Lessee may construct, maintain, repair, replace or remove an access road or roads across the Leased Premises for Lessee's use in its business as a public utility, such business to include access to other land or land rights owned by the Lessee and used for utility purposes.

b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Leased Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses, including, but not limited to, logging activities, hunting, fishing, maintaining the Tribe's maple syrup company, and recreational activities as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and "Applicable Law" (defined in paragraph 26.a. below), and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Leased Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

c. The BIA shall have the right to enter the Leased Premises at any reasonable time, upon reasonable notice, and consistent with any notice requirements any under Applicable Law and this Lease for the following purposes: (1) to protect the interests of the Passamaquoddy Tribe; and, (2) to determine if the Lessee is in compliance with the requirements of this Lease. The Parties acknowledge and agree that the Passamaquoddy Tribe shall have the right to notify the BIA of any violation of the Lease and upon such notification of a violation the BIA may initiate an appropriate investigation.

6. Lessee Covenants. The Lessee covenants as follows:

a. No buildings, either permanent or temporary, may be constructed or placed upon the described Leased Premises, except temporary structures during construction of the Facilities, such as field trailers.

b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.

c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Leased Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon.

Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Leased Premises only by trained licensed applicators using formulations and dosages approved by the U.S. Environmental Protection Agency and Lessor.

d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within twenty-five feet of a stream.

e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with Applicable Law imposed upon Lessee as the owner and operator of the Facilities.

f. Lessee shall not make any waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 10 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.

g. Lessee shall not kindle any outside fires on the Leased Premises or any other land of the Lessor, except in accordance with Applicable Law and hereby agrees to assist with any means at Lessee's disposal in putting out fires occurring on the Leased Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.

h. Lessee agrees to maintain the Leased Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all Applicable Law and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with Applicable Law and regulations governing septic and other waste disposal resulting from Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Any indemnification by Lessee hereof to Lessor shall include indemnification of Lessor, the United States, and the Passamaquoddy Tribe and include its and their respective costs, including, but not limited to reasonable attorney fees.

i. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Leased Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the Leased Premises, but may not be disposed of in piles. Stumps shall be buried in "stump dump" holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.

j. Prior to start of construction, Lessee shall provide an access and maintenance plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

k. Lessee shall be in compliance with Applicable Law, now or hereinafter enacted, which may be applicable to Lessee in connection with its use of the Leased Premises. Lessee further shall not construct, alter or operate the described Leased Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.

l. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact the BIA and the Passamaquoddy Tribe to determine how to proceed and the appropriate disposition thereof.

m. Lessee shall comply with BIA requests for copying and inspection of records, reports or information in its possession with respect to the Lease Premises.

7. Liability and Insurance. Except as otherwise set forth in this Lease, and this Section 7, Lessee shall not be required to provide any insurance, security or bond with respect to the Lease, the Project and the exercise of Lessee's rights hereunder. Lessor shall provide Lessee with written waivers of any such additional security as may be required under 25 CFR §§ 413 and 434-436.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating and maintaining the Facilities of which Lessee becomes aware of with regards to the Leased Premises. Lessee assumes full control of the Leased Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Leased Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Leased Premises or for any injury or damage to the Leased Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Leased Premises that is caused by the Lessee or its agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Leased Premises, the installation of

any property thereon or the removal of any property therefrom that is done by the Lessee or its agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its agents of: (a) any obligation under this Lease; or (b) any Applicable Law pertaining to Lessee's use of the Leased Premises. Further, the indemnity hereunder shall not indemnify any party for the willful conduct or negligence of the other party, including without limitation the BIA or the Passamaquoddy Tribe.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy. Any such policy shall list the Lessor and the BIA as additional insured parties.

d. Without limiting the foregoing, the term Lessor as used with respect to any indemnification by Lessee to Lessor hereunder shall include the United States and the Passamaquoddy Tribe.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Leased Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Leased Premises. Lessor shall be responsible for any real property taxes levied on the Leased Premises based on unimproved land. Lessor shall have no ownership or other interest in any of the Facilities on the Leased Premises and Lessee may remove any or all of the Facilities at any time.

10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld; except Lessee may assign this Lease to a wholly owned subsidiary or affiliate company as such is determined by the Maine Public Utilities Commission without the prior consent of the Lessor and for the purposes of or in compliance with any leasehold mortgage with respect to the Lease. Lessor may lease the Leased Premises for other compatible uses so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Leased Premises. Notwithstanding anything to the contrary hereunder, any assignment or sublease permitted hereunder shall only be made in accordance with and as permitted under 25 CFR 162.449-452 and .453-456 as applicable. Any amendment or leasehold mortgage permitted hereunder shall be effective upon approval by the BIA to the extent such approval is required hereunder.

11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Leased Premises.

12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Leased Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Leased Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Leased Premises belonging to Lessee, including without limitation the Facilities, shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove the Facilities and such other personal property, fixture, or structure such items shall be deemed the property of the Lessor, at its option, two hundred and ten days (210) days after termination of the Lease and in any event, the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that the Facilities and any of this other personal property, fixtures, or structures on the Leased Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned.

13. Lessee Default.

a. The following constitutes a "Event of Default" under this Lease: (1) the failure of Lessee to perform any of its monetary or material nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Leased Premises, or Lessee's property on the Leased Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any Applicable Law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party without Lessor's prior written consent except as provided in paragraph 10; or (5) the material violation of any Applicable Law ; or (6) Lessee's abandonment of the Leased Premises. An uncured Event of Default under this paragraph 13 shall be defined herein as a "Default".

b. Upon the occurrence of any such Event of Default and subject to any applicable cure period as set forth below in this paragraph and above in paragraph 13 (a)(1), Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the Leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such Default or termination hereof. Lessor will provide Lessee with written notice of an Event of

Default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said Default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said Event of Default and such Event of Default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

c. Nothing hereunder shall limit the rights of the BIA to receive notice of any non-compliance of the Lease or to determine and enforce the terms of the Lease to ensure compliance thereof.

14. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Leased Premises, (whether or not such party had the lawful right to file such a notice against the Leased Premises) arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

15. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

16. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.

17. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.

18. Title. The Lessor represents and warrants that the Lessor is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Lease. The Lessor further represents and warrants that there are no other liens, judgments or impediments of title on the Leased Premises or affecting the Lessor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Lessee as set forth above.

19. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.

20. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under the Applicable Law. Lessor specifically retains any and all protections provided under Applicable Law to owners of land.

21. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
22. Counterpart Signatures. This Lease may be executed in any number of separate counterparts or in multiple counterparts and such separate signed counterparts shall, upon delivery, be considered one and the same document. Any counterpart of this Lease executed (as compared to being authenticated in some other manner) by a party hereto shall be considered an original when delivered to the other party hereto regardless of whether delivery is by facsimile, email or otherwise.
23. Entire Agreement/Amendment. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Leased Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties, and provided that any such amendment must be consented to by the Passamaquoddy Tribe and approved by the BIA in accordance with 25 CFR 162.446, .447 and .448, as applicable, and as such rules may from time to time be amended or replaced.
24. Notices. All notice, demands, and other communications required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

**Passamaquoddy Tribe
Office of the Tribal Governor
P.O. Box 343
Perry, ME 04667**

**With a copy to:
Craig E. Francis, Esq.
2 Lanier Lane
Falmouth, ME 04105**

United States of America

and if to Lessee, to;

**Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364,
Attn. Supervisor, Real Estate, with a separate copy to Attn. Legal**

25. Recording. This Lease shall be recorded in the BIA Land Titles and Records Office, and this Lease or a memorandum of this Lease shall be recorded in the Franklin County Registry of Deeds.

26. General Provisions:

- a. Applicable Law. This Lease shall be construed and interpreted in accordance with 25 C.F.R. Part 162 and applicable federal, state and tribal law (“Applicable Law”).
- b. Jurisdiction. Any dispute that may arise regarding the enforcement of this Agreement shall be subject to the jurisdiction prescribed under Applicable Law, which may include informal dispute resolution, or the bringing of an action in federal or tribal court. Nothing herein shall be construed to preempt, limit or otherwise affect (i) applicable environmental laws, ordinances and zoning and any applicable federal or state utilities laws, including the laws and jurisdiction Maine Public Utilities Commission (“MPUC”) or the Federal Energy and Regulatory Commission (“FERC”) or (ii) the jurisdiction of any regulatory agency including without limitation the MPUC or FERC over the Lessee.
- c. Sovereign Immunity. The Tribe, by executing this Agreement, makes a limited transactional waiver of its sovereign immunity exclusively as provided in this paragraph and solely for the benefit of the Lessee, and such waiver is limited to actions or claims by Central Maine Power that arise directly from, or are related to, this Agreement. Lessor expressly and unequivocally warrants that this limited waiver of sovereign immunity has been approved and authorized by the appropriate officers and tribal governing body.
- d. Timber. In the event that timber is required to be cut and/or removed from the Lease Premises to allow for the construction of the Facilities, such timber shall be cut and/or removed in strict compliance with the applicable federal law and all other policies and procedures under 25 C.F.R. Part 163 pertaining to stumpage for the removal of timber on tribal lands, including at stumpage rates to be negotiated by the Lessor and Lessee in good faith. To the extent any timber, considered as inventory for purposes of the Passamaquoddy Tribe’s carbon credit program (to the extent applicable to the Leased Premises), is removed for the Project, Lessee agrees to mitigate the inventory so that Lessor remains compliant with the Carbon Credit obligations.
- e. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable federal or tribal law, the federal or tribal law is deemed to govern.
- f. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.
- g. Execution Payments. The Maine Passamaquoddy Tribe consists of the Passamaquoddy Pleasant Point Reservation (“Pleasant Point”) and the Passamaquoddy Indian Township Reservation (“Indian Township”). The Parties acknowledge that Pleasant Point and Indian Township have devoted, and will continue to devote, time and administrative resources in connection with the execution and approval of this Lease. In addition to any other payments and consideration provided by Lessee to Lessor under this Agreement, Lessee further agrees that upon approval of this Lease by the Passamaquoddy Tribe and execution of this Agreement, in accordance with such approval and this Agreement, Lessee shall pay two separate non-refundable “Execution Payments” as follows: (i) Three Hundred and Fifty Thousand Dollars (\$350,000.00) shall be paid by

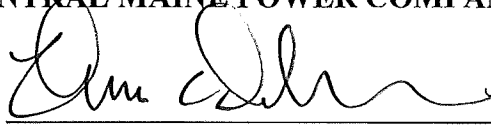
Lessee to Pleasant Point; and, (ii) Three Hundred and Fifty Thousand Dollars (\$350,000.00) shall be paid by Lessee to Indian Township.

h. Effective Date. The Parties acknowledge that this Lease shall be subject to and contingent upon BIA approval. This lease shall become effective (the “Effective Date”) on the date of the BIA’s approval. Notwithstanding the foregoing, the Parties further acknowledge and agree that Lessor shall be obligated to cooperate with Lessee in the submission and processing of the application for approval of the Lease and the seeking of approval thereof, and permit access to the Leased Premises in connection therewith and the Lessee’s environmental and regulatory permitting prior to approval by the BIA. Notwithstanding the forgoing, the Initial Payment under Section 2 and the Execution Payments under Section 26 (g) shall be due and payable upon execution of this Agreement and shall be non-refundable. Nothing herein shall prevent Lessee from terminating this Agreement prior to obtaining BIA approval in the event Lessee elects to terminate this Agreement in accordance with its rights hereunder.

[Signature pages to follow]

Lessee:

CENTRAL MAINE POWER COMPANY

By:  _____

Dated: 10/23/17 _____



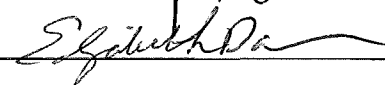
Witness

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written. For purposes of this Lease, a facsimile signature shall be deemed an original.

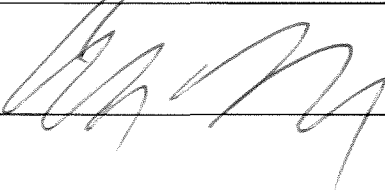
Lessor:

PASSAMAQUODY TRIBE

By: 

By: 

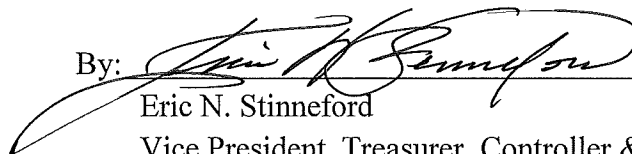
Dated: 10/23, 2017


Witness

Lessee:

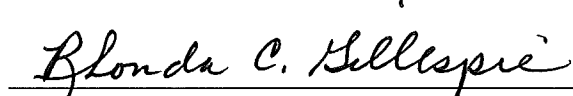
CENTRAL MAINE POWER COMPANY

By:


Eric N. Stinneford
Vice President, Treasurer, Controller & Clerk

Dated:

10/23/17


Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____

Dated: _____

Witness _____

Acknowledgment of Approval:

UNITED STATES of AMERICA
Bureau of Indian Affairs

By: _____

Dated: _____, 201_

Witness

EXHIBIT A

**Leased Premises
(300 ft. x 300 ft.)**

A parcel of land located in the southwest corner of Lowelltown (T1R8 WBKP), Franklin, County, Maine being described as follows:

Beginning at the southwest corner of Lowelltown Township, also being the northwest corner of Skinner Township, (T1R7 WBKP), the northeast corner of Merrill Strip Township (T2R7 WBKP), and the southeast corner of Beattie Township (T2R8 WBKP), all in Franklin County, Maine, said corner marked by a 2 ½ inch diameter pipe with a 3-inch diameter metal cap and being 1.46 feet northerly of a 4-inch diameter wood post set in a stone pile;

thence N 8°51'35" W along the easterly line of Beattie Township and land formerly of E.J. Carrier, Inc. as described in a deed dated November 4, 2009, and recorded in the Franklin County Registry of Deeds in Book 3202, Page 128 and now of Central Maine Power Company as described in a deed dated April 14, 2017 and recorded in said Registry in Book 3902, Page 329, a distance of 300.51 feet, more or less, to a point, said point being 300.00 feet northerly, as measured at a right angle, from the southerly line of Lowelltown Township;

thence N 77°48'23" E across land of the United States of America held as Trustee for the Benefit of the Passamaquoddy Tribe as described in a deed dated December 13, 1982 and recorded in said Registry in Book 718, Page 128, a distance of 300.51 feet, more or less, to a point, said point being 300.00 feet easterly, as measured at a right angle, from the westerly line of Lowelltown;

thence S 8°51'35" E across said land of the United States a distance of 300.51 feet, more or less, to a point on the southerly line of Lowelltown Township and land formerly of Plum Creek Maine Timberlands LLC in Skinner Township as described in a deed dated November 5, 1998 and recorded in said Registry in Book 1799, Page 179 and now of Central Maine Power Company as described in a deed dated November 17, 2016 and recorded in said Registry in Book 3872, Page 103;

thence S 77°48'23" W along the north line of Skinner Township and said land of Central Maine Power Company a distance of 300.51 feet, more or less, to the point of beginning, said parcel containing 2.07 acres, more or less.

Bearings Maine State Coordinate System UTM Zone 19 North, US Survey feet.

EXHIBIT B

(Boundary Line Survey dated March 17, 2016 prepared by Sackett & Brake Survey, Inc.)
(attached)

BOUNDARY SURVEY

PREPARED FOR PROPOSED ACQUISITION OF LAND BY:
CENTRAL MAINE POWER COMPANY

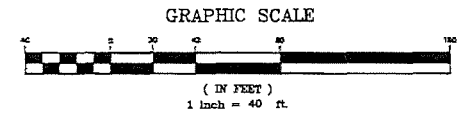
FROM:
PASSAMAQUODDY INDIAN RESERVATION

LOCATION:
 northeasterly of LOWELLTOWN ROAD
 LOWELLTOWN (T1 R8 WBKP)
 FRANKLIN COUNTY, MAINE

DATE: MARCH 17, 2016

REVISION I - FEBRUARY 6, 2017 - UPDATED
 ABUTTORS, ADDED NOTES, FINALIZED BOUNDARIES

REVISION II - SEPTEMBER 20, 2017 - UPDATED
 ABUTTORS



other land of
 UNITED STATES OF AMERICA
 as TRUSTEE for the benefit of the
 PASSAMAQUODDY TRIBE
 portion of
 718/128 December 13, 1982
 Map FR019 Plan 01 Lot 1

UNITED STATES OF AMERICA
 as TRUSTEE for the benefit of the
 PASSAMAQUODDY TRIBE
 portion of
 718/128 December 13, 1982

AREA PROPOSED FOR TRANSMISSION LINE
 portion of Lowelltown FR019 Plan 01 Lot 1

90,152.58 sq. ft.
 2.070 acres

n/f
 E.J. CARRIER, INC.
 3202/128 November 4, 2009
 Beattie TWP. FR021 Plan 1 Lot 2.1

n/f
 CENTRAL MAINE POWER COMPANY
 3902/329 April 14, 2017
 portion of
 Beattie TWP. FR021 Plan 1 Lot 2.1

n/f
 CENTRAL MAINE POWER COMPANY
 3872/103 November 29, 2016
 Skinner TWP. FR017 Plan 1 p/o Lot 1

n/f
 BAYROOT, LLC
 2387/196 November 21, 2003
 Merrill Strip TWP. FR018 Plan 1 Lot 1

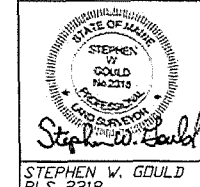
STATE OF MAINE	
FRANKLIN, ss, REGISTRY OF DEEDS	
Received _____	
at _____ M, and recorded	
in Plan File _____	
ATTEST:	
REGISTER	

THIS SURVEY CONFORMS WITH THE RULES ADOPTED BY THE
 MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND
 SURVEYORS (April 1, 2001) WITH ANY EXCEPTION TAKEN TO
 CHAPTER 90, PART 2, (Technical Standards) NOTED HEREON.
 32 MRSA § 13903(2)

1. NO WRITTEN REPORT PREPARED AT THIS TIME.
2. NO NEW LEGAL DESCRIPTION PREPARED AT THIS TIME.

PREPARED BY: SACKETT & BRAKE SURVEY, INC.

INVALID - UNLESS SIGNED, SEALED AND/OR EMBOSSED BELOW.
 P.O. BOX 207, RTE 201 N
 SKOWHEGAN, MAINE 04976
 207-474-6223



STEPHEN W. GOULD
 PLS 2318

© 2017 Sackett & Brake
 2016049

EXHIBIT D

Form of State of Maine Lease Assignment

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE AGREEMENT ("Assignment") is made as of as of ____ day of _____, _____, by and among by and among **Central Maine Power Company**, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Assignor") and [NECEC **Transmission LLC**], a Delaware limited liability company and an affiliate of Central Maine Power Company under 35-A M.R.S. § 707 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to a certain lease agreement dated December 2014 by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor") and Central Maine Power Company ("Lease Agreement"). A copy of the Lease Agreement is attached hereto as Exhibit A.

WHEREAS, under the terms of the Lease Agreement, the Lessor has leased to Assignor, a non-exclusive lease and right to use of a portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine, being a three hundred (300) foot wide by approximately one mile long area located on a portion of the aforementioned Maine Public Reserved Lands (hereinafter the "Leased Premises").

WHEREAS, Assignor and Assignee wish to enter into this Assignment Agreement for the purpose of assigning Assignor's rights under the Lease Agreement.

WHEREAS, Lessor has consented to the assignment of the Lease Agreement to Assignee.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Assignment, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Assignment Agreement or as may be applicable the Lease Agreement.

2. Assignment and Assumption. Assignor does hereby assign, sell, convey, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Lease Agreement, and Assignee accepts from Assignor all such right, title and interest, and hereby agrees to hereinafter accept the obligations of Lessee under the Lease Agreement.

3. Indemnification. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit, or other liability (including reasonable attorneys' fees) incurred by Assignor which arises out of, or is based upon, a failure by Assignee to perform or fulfill any term, covenant, agreement, duty, responsibility or obligation of Assignee, as Lessee under the Lease Agreement which initially accrues or arises after the date hereof.

4. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Assignment shall be governed by the laws of the State of Maine, without regard to conflicts of law principles, except as otherwise specified in the Lease Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

SIGNATURE PAGE

The parties have executed this Assignment on the day and year first above written.

ASSIGNOR:

CENTRAL MAINE POWER COMPANY

By: _____

Printed Name: _____

Its: _____

By: _____

Printed Name: _____

Its: _____

ASSIGNEE:

[NECEC TRANSMISSION LLC]

By: _____

Printed Name: _____

Its: _____

EXHIBIT A
COPY OF THE LEASE AGREEMENT

**COPY**

TRANSMISSION LINE LEASE

BETWEEN

DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY BUREAU OF PARKS AND LANDS and CENTRAL MAINE POWER COMPANY

This Lease Agreement is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide by approximately one mile long transmission line corridor located on a portion of the aforementioned Maine Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

- a. This lease shall be in effect from the date of execution of this instrument for a term of twenty-five (25) years and, at no less than 5 year intervals, the term of this lease may be extended by mutual agreement for additional years as will grant Lessee a remaining lease term totaling no more than twenty-five (25) years, so long as Lessee is in compliance with the conditions of this lease. Lessee shall not request a lease term extension any more often than once every five years. Notice of any lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.
- b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.
- c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.
- d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$1,400.00. The first payment shall be due on the date of execution of this lease (the "Initial Payment") and subsequent annual payments shall be made on or before December first of each following year. Lessor or Lessee may, within the first twelve months of the lease and at either Lessor's or Lessee's sole discretion, commission an appraisal of the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee agrees to pay any additional value above the Initial Payment indicated by the appraisal and the cost of the appraisal. The annual payment shall be adjusted each year in an amount not to exceed the average increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across the land of the Lessor; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's facilities. Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.
4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5. Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators

- licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
 - e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.
 - f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
 - g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", and "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", all dated March 26, 2012, which copies are attached to this lease, or the publication's most current version.
 - h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee's disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
 - i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or

groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor's costs, including, but not limited to reasonable attorney fees.

- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in "stump dump" holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the "Maine Motorized Trail Construction and Maintenance Manual" written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of the grant of this lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall

not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.

n. In the event of the following:

- a) Lessee constructs an electric transmission line on the Premises; and
- b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
- c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited

to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.
9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land. Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.
10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.

12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this lease to any third party without Lessor's prior written consent; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the leased premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this lease with notice or demand to Lessee and enter and take possession of the leased premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof. Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has

undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.
15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.
16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.
17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.

21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties.
24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:
State of Maine, Department of Agriculture, Conservation and Forestry, Division of Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;
and if to Lessee, to;
Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate
25. General Provisions:
 - a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
 - b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable state statute, the statute is deemed to govern.
 - c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written. For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE
Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: Thomas Morrison
Thomas Morrison Acting Director

Dated: Dec 15, 2014

David Rodriguez
Witness

Lessee:

CENTRAL MAINE POWER COMPANY

BY: Mary R. Smith
Mary R. Smith, Authorized Representative

Dated: 12-8-14

Roberta B. Holahan
Witness

ROBERTA B. HOLAHAN
Notary Public, State of New York
No. 01HO6040322
Qualified in Monroe County
Commission Expires April 17, 2018

EXHIBIT A

**Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands
and
Central Maine Power Company**

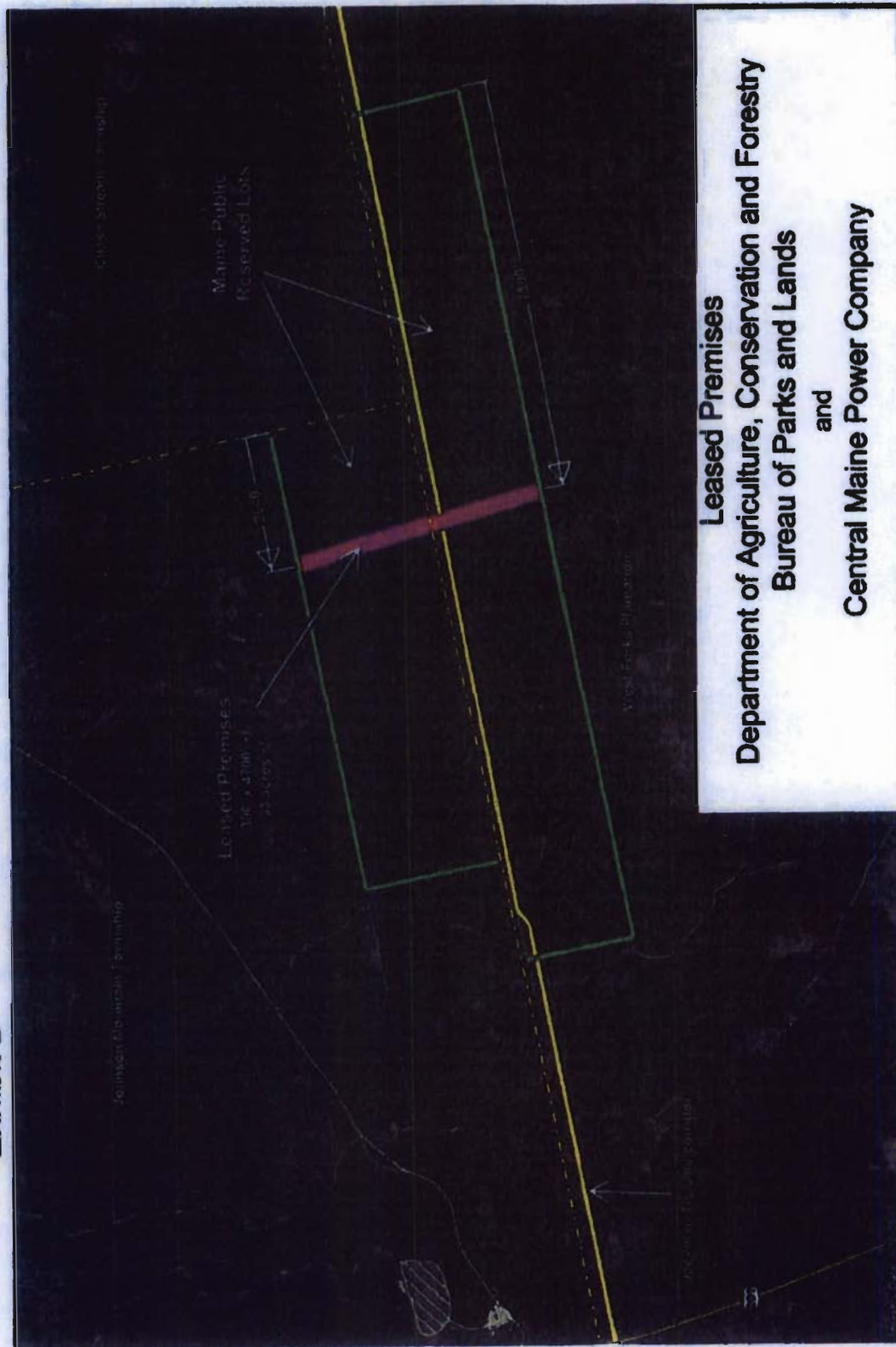
A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation and extending northerly a distance of 4700 feet, more or less, to the northerly line of the Maine Public Reserved Lot located on the common line between West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR). The centerline of said strip beginning at a point on the southerly line of the Lessor's land at a point that is 7,500 feet westerly of the southeasterly corner of said Lot in West Forks Plantation; thence on a bearing of 342.2 degrees a distance of 4,700 feet, more or less, to a point on the northerly line of said Lot in Johnson Mountain Township, said point being 2640 feet, more or less, westerly of the northeast corner of said Lot and the east line of Johnson Mountain Township; said leased area containing 33 acres, more or less (the "Leased Premises").

The description of the Leased Premises is based on a current conceptual design of the Lessee's proposed transmission line corridor and may be subject to modification by Lessee to minimize impacts on environmentally sensitive areas. Lessor and Lessee agree that upon completion of environmental assessments, final engineering, and if applicable, any survey prepared by Lessee, Lessee will prepare a final description of the Leased Premises to be incorporated into this Lease. Lessor and Lessee further agree that the final alignment of the transmission line corridor will be substantially as described herein and any significant deviation from the above described line will be agreed to in writing by Lessor and Lessee.

Seller's Initials _____

Exhibit B



Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands
and
Central Maine Power Company

EXHIBIT E

Compensation Land

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
Flagstaff Lake	Somerset	Flagstaff	480	397
			480	265
			457	457
			453	431
Pooler Pond	Somerset	The Forks	631	384
			387	295
			391	291
Lower Enchanted	Somerset	Lower Enchanted	373	250
			2165	339
(access easement)			2165	348
Grand Falls	Somerset	T3 R4 BKP WKR (Spring Lake)	396	127
			397	483
			396	129
			394	555
			397	145
			401	61
			387	529
			389	564
			397	492
			396	128
			387	437
			396	133
(access easement)			5373	1
Little Jimmie-Harwood Pond	Kennebec	Manchester	10775	49
			11147	275
			10488	209
Basin Tract	Somerset	Pierce Pond	413	221
			391	110
			418	131
(access agreement)			5373	1

EXHIBIT F

AT Relocation Land

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
1609 Troutdale Road	Somerset	Bald Mountain Twp. T2 R3 BKP EKR	5422	304

EXHIBIT G

Converter Station Access Land Deeds

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
Map 137, Lot 15	Androscoggin	Lewiston		
Part of Map 137, Lot 7	Androscoggin	Lewiston		

EXHIBIT H

Other Compensation Real Estate

All or part of the following parcels:

<u>Parcel</u>	<u>County</u>	<u>Township</u>	<u>Book</u>	<u>Page</u>
The Forks 8/11	Somerset	The Forks	820	865
			389	201
			820	865
The Forks 11/2	Somerset	The Forks	380	510
The Forks 11/9	Somerset	The Forks	536	177
			539	449
			541	538
Carry Brook	Somerset	Moxie Gore	1921	327
Moxie Stream Lower	Somerset	Moxie Gore	536	131
			536	138
			536	135
			536	141
Squaretown	Somerset	Squaretown	1932	248
			539	99
			434	89
Indian Stream	Somerset	Indian Stream	1932	248
			539	99
			434	89

EXHIBIT I-1

List of Third Party Vendor Agreements

(to be updated at the time of the Contract Date)

- (a) Program Management Services for the New England Clean Energy Connect Agreement dated September 18th, 2018 between CMP and Black & Veatch Corporation;
- (b) Amended & Restated Agreement for Transmission Line Design Services Agreement dated September 5th, 2018 between CMP and TRC Engineers, LLC;
- (c) as applicable, any other agreements or contractual documentation with vendors or third party service providers, entered into, executed or issued by CMP in connection with the NECEC; and
- (d) any other such agreement executed by CMP in connection with the NECEC between the Contract Date and the Closing.

EXHIBIT I-2

List of NECEC Miscellaneous Agreements

(to be updated at the time of the Contract Date)

At Closing, CMP shall assign or otherwise convey to the Project Entity, and the Project Entity shall assume and accept, the rights and obligations under:

- (a) Joint Development Agreement dated January 23, 2019 between CMP and Hydro-Quebec Transénergie;
- (b) Memorandum of Understanding dated January 23, 2019 between CMP and H.Q. Energy Services (U.S.) Inc.;
- (c) Memorandum of Understanding dated June 13, 2018 between CMP and The Low Income Energy Affordability Network (LEAN);
- (d) Memorandum of Understanding dated January 17, 2018 between CMP and the University of Massachusetts on behalf of its Lowell campus (“UMass”); and/or any collaboration agreement with UMass executed by CMP before the Closing;
- (e) Other third-party agreements that CMP executes in relation to the NECEC.

At Closing, Project Entity will become a party and assume some of CMP’s rights and obligations under:

- (a) Memorandum of Understanding dated May 30, 2018 between CMP and Western Mountains & Rivers Corporation (“WM&RC MOU”) including the February 28, 2019 Amendment to the WM&RC MOU;
- (b) Memorandum of Understanding dated January 30, 2019 between CMP and Conservation Law Foundation and Acadia Center; and
- (c) Letter with Maine Appalachian Trail Club and the Appalachian Trail Conservancy (still under negotiation);

EXHIBIT J

Form of Service Agreement

**SERVICE AGREEMENT BETWEEN
CENTRAL MAINE POWER COMPANY
AND
NECEC TRANSMISSION LLC**

This Service Agreement (this “Agreement”) is made and entered into this _____ day of _____, _____ by and between Central Maine Power Company (“**Provider Company**”) and NECEC Transmission LLC (“**Client Company**”), respectively identified on the signature page herein. Provider Company and Client Company may be referred herein individually as a “**Party**” and collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Provider Company and the Client Company are wholly owned subsidiary companies of Avangrid, Inc. (“**Avangrid**”).

WHEREAS, Avangrid is integrated into the group of companies controlled by Iberdrola, S.A. (“**IBE**”) and, as a result, is a “controlled company” within the meaning of the New York Stock Exchange (“**NYSE**”) rules. IBE is the controlling shareholder of Avangrid and its subsidiaries (collectively, the “**Avangrid Group**”) and the relationship between IBE and the Avangrid Group is subject to U.S. laws, regulations, rules and standards applicable to U.S. publicly traded companies (e.g. Securities and Exchange Commission (“**SEC**”) regulations, requirements pursuant to the Sarbanes-Oxley Act, NYSE listing standards, etc.). Consistent with IBE’s Corporate Governance System, Avangrid operates under a framework of strengthened autonomy due to its status as a publicly listed company;

WHEREAS, Avangrid initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 (“**35 Act**”);

WHEREAS, the Energy Policy Act of 2005 (“**EPAct 2005**”) repealed the 35 Act and the intercompany services agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission (“**FERC**”); and

WHEREAS, Provider Company and Client Company have entered into this Agreement whereby Provider Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Provider Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the “**Client Companies**”), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

ARTICLE I - SERVICES

Section 1.1 Provider Company shall furnish to Client Company, as requested by Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client Company may from time to time request and that Provider Company concludes it is able to perform. Provider Company shall also provide Client Company with special services, so long as such services do not materially add to those services described in Appendix A hereto, as may be requested by Client Company and that Provider Company concludes it is able to perform. In supplying such services, Provider Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

Section 1.2 Client Company shall take from Provider Company such of the services described in Appendix A, and such additional special services, as limited by Section 1.1 hereof, as are requested from time to time by Client Company and that Provider Company concludes it is able to perform.

Section 1.3 The cost of the services described herein or contemplated to be performed hereunder shall be directly assigned, distributed or allocated by activity, project, program, internal order or other appropriate basis. Client Company shall have the right from time to time to amend or alter any activity, project, program or internal order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Provider Company, (ii) the cost for the services covered by the activity, project, program or internal order shall include any expense incurred by Provider Company as a direct result of such amendment or alteration of the activity, project, program or internal order, and (iii) no amendment or alteration of an activity, project, program or internal order shall release Client Company from liability for all costs already incurred by or contracted for by Provider Company pursuant to the activity, project, program or internal order, regardless of whether the services associated with such costs have been completed.

Section 1.4 Provider Company shall use its best efforts to maintain a staff trained and experienced in the services described in Appendix A.

ARTICLE II - COMPENSATION

Section 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Provider Company all costs that reasonably can be identified and related to particular services performed by Provider Company for or on its behalf. The methods for

assigning or allocating Provider Company costs to Client Company, as well as to other affiliate companies, are set forth in Appendix A.

Section 2.2 It is the intent of this Agreement that charges for services shall be distributed among Client Companies, to the extent possible, based upon direct assignment. The amounts remaining after direct assignment shall be allocated among the Client Companies using the methods identified in Appendix A. The method of assignment or allocation of cost shall be subject to review by the Provider Company annually, or more frequently if appropriate. Such method of assignment or allocation of costs may be modified or changed by the Provider Company without the necessity of an amendment to this Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost thereof, fairly and equitably assigned or allocated, all in accordance with the requirements of the EAct 2005 and any orders promulgated thereunder. The Provider Company shall review with the Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented.

Section 2.3 Provider Company shall render a monthly report to Client Company that shall reflect the information necessary to identify the costs charged for that month in accordance with the Uniform System of Accounts for Mutual and Subsidiary Service Companies. Client Company shall remit to Provider Company all charges billed to it within 30 days of receipt of the monthly report. Any amounts not paid by the due date will be subject to a late charge of .5 % per month until the remittance is received.

Section 2.4 It is the intent of this Agreement that the payment for services rendered by Provider Company to Client Company under this Agreement shall cover all the costs of its doing business, to the extent related to the provision of the services, including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital as permitted by applicable laws and regulations.

Section 2.5 Provider Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

ARTICLE III - TERM

This Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from any State regulatory commission with jurisdiction over Client Company and shall continue in force until terminated by Provider Company or Client Company, upon not less than 90 days prior written notice to the other Party. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the EAct 2005 or with

any rule, regulation or order of the FERC or any State regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Accounting.- All accounts and records of Provider Company shall be kept in accordance with applicable rules and regulations promulgated by the FERC, in particular, the Uniform System of Accounts for Centralized Service Companies in effect as of or after the date hereof.

Section 4.2 Access to accounts and records.- Provider Company shall permit Client Company access to its accounts and records including the basis and computation of assignments and allocations.

Section 4.3 Confidentiality.- All the information received by each Party from the other under this Agreement and provided in connection with the services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers (“**Advisors**”) in conjunction with the provision or performance of the services. In any such case, the Party disclosing the information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the services, Provider Company gains access to commercially sensitive information from Client Company, Provider Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

Section 4.4 Transparency.- Provider Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and/or required by applicable law.

Section 4.5 Notices.- All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

Section 4.6 Severability.- Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such null and void provision(s).

Section 4.7 Modification.- The terms of this Agreement may only be amended by written agreement between the Parties.

Section 4.8 Assignment.- All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

Section 4.9 Taxes.- Each Party shall, at its own expenses, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

Section 4.10 Dispute Resolution.- In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within 30 days, or any other period as may be agreed between the Parties.

Section 4.11 Applicable law.- This Agreement shall be governed by the laws of the State of Maine.

Section 4.12 Ethics.- Each Party shall conduct itself in accordance with the highest ethical standards and principles.

Section 4.13 Entire Agreement.- This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

CENTRAL MAINE POWER COMPANY

By: _____

Name:

Title:

By: _____

Name:

Title:

NECEC TRANSMISSION LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX A

Description of Services to be Provided by Provider Company and Determination of Charges for Such Services to the Client Companies

This document sets forth the description of services that can be provided by Avangrid Group affiliate companies (“Provider Company”) and the methodologies used to determine the cost, assignment, and allocation of services provided and to assign or allocate such costs to Avangrid Group affiliate companies (“Client Company”) within the Avangrid Group.

Description of Services

A description of each of the services performed by Provider Company, which may be modified from time to time, is presented below.

1. Accounting Services such as establishing accounting policies, the maintenance of books and records, corporate financial consolidation, preparation of financial reports, annual capital and operating plan preparation (on a per company and corporate basis), fixed asset accounting, and compliance with applicable laws and regulations.
2. Audit Services include the management of an entity-wide framework of corporate controls.
3. Corporate Planning Services include the preparation of corporate plans, budgets and financial forecasts, monitoring trends and evaluating business opportunities.
4. Executive Services include general and administrative management and strategic planning.
5. Finance and Treasury Services include the coordination of activities relating to securities issuances, monitoring capital markets, cash management, bank reconciliation and administering insurance programs, and tax services for the coordination of income, property and revenue tax compliance and tax accounting.
6. Governmental Affairs Services include monitoring, reviewing and researching legislation and lobbying government officials.
7. Accounts Payable Services include the accurate and timely payment of invoices and employee expense reports, allocation of expenses to the proper general ledger accounts, production of annual reports to the IRS, maintenance of vendor information and source documents, processing checks and wire transfers, and performing bank reconciliations.

8. Human Resources Services include the establishment and administration of employee policies, the supervision of compliance with legal requirements in the areas of employment, compensation, benefits and employee health, welfare, and safety and contract negotiation and relations management with labor unions; and employee performance management program. May also maintain the employee master files relating to each employee as well as manage recruiting, training, and promotions.
9. Corporate Security Services include the establishment of a security program and entity-wide governance framework to manage, oversee and assist the organization in meeting its corporate, legal, and regulatory responsibilities with regard to the protection of cyber, physical and information assets.
10. Payroll Services include the supervision and coordination of the calculations, records and control requirements necessary to generate payment of employee salaries and wages and to maintain relevant employee information.
11. Records Retention Services include coordinating and maintaining a program for ensuring safe on- and off-site records retention in accordance with applicable regulations.
12. Regulatory Management Services include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.
13. Legal Services include the coordination and direction of law and regulatory departments, legal support for all of the Client Companies, including managing litigation, contract review and negotiations and participating in state and federal regulatory proceedings.
14. Other Corporate Support Services may include corporate communications services, transportation, logistical and administrative support.
15. Transmission and Supply Services include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.
16. Distribution Services include activities related to the coordination and direction of electric and/or gas distribution functions.
17. Information Technology Services include centralized information technology services for the Client Companies such as Data Center Operations, IS Networking and Telecommunications systems operations and maintenance, software applications development and maintenance, technology development, end user support, and printing and mailing of utility customer bills.

18. Supply Chain Services include centralized purchasing services such as procurement of materials and supplies, fleet services, contract administration and materials management for the Client Companies.
19. Customer Services include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.
20. Engineering Services include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.
21. Commodity Planning Service includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Provider Company accounting, billing and cost allocation methods utilize the “Uniform System of Accounts for Mutual Service Companies and Subsidiary Service Companies” and are structured so as to comply with the FERC standards for service companies in registered holding-company systems.

Cost Assignment

Provider Company maintains an accounting system that enables costs to be identified by Internal Order (I/O) number. These I/O numbers will indicate whether the cost is a direct charge or the result of an allocated charge. The primary inputs to the accounting system are time reports, accounts payable invoices and journal entries. Charges for labor are calculated using the employees' hourly rate. All Provider Company employees will maintain a record of their time. Employees will utilize separate I/O to record their activities, including the services provided directly to Client Companies. All employees will charge their time on a daily basis using designated increments. The time sheets will be reviewed and approved by department supervisors. The wages of those employees, such as administrative assistants and secretaries, who generally assist employees who provide services directly to system companies, will be allocated based on the allocation of the wages of the employees they assist. Time records will be maintained for three years. Indirect attributable costs are charged to the services performed in proportion to the directly assigned costs or other appropriate cost allocations.

Costs will be accumulated by I/O number and assigned as follows:

1. Costs accumulated in an I/O number for services specifically performed for a single Client Company will be directly assigned or billed to that Client Company.

2. Costs accumulated in an I/O number for services specifically performed for two or more Client Companies will be distributed among those Client Companies using methods determined on a case-by-case basis consistent with the nature of the work performed and on one of the allocation methods described below.
3. Costs accumulated in an I/O number for services of a general nature, which are applicable to all Client Companies, will be allocated among all Client Companies, including the holding company, and billed to them using the global allocation factor.

Cost Allocation

Provider Company uses cost allocation methods designed to fully distribute costs. Provider Company's cost allocation methodology is comprised of the following three steps:

1. To "direct charge" all labor, materials and other expenses to Client Companies whenever feasible.
2. To allocate directly attributable costs to Client Companies based upon a measurable cost causing relationship, i.e., payroll department costs are allocated on the number of employees for each Client Company.
3. To allocate indirectly attributable costs that are common to all Client Companies, including the holding company, using the global allocation factor taking into consideration the relative size of each Client Company with regards to gross revenues, gross payroll expense and plant.

Costs that can be directly attributed to direct charges are allocated in proportion to the direct charges or other appropriate cost allocations. For example, direct labor charged to prepare testimony for a specific utility not only includes the direct payroll charge (the hourly rate times the hours reported) but also includes the cost of that individual's proportional payroll overhead cost, and such other overheads as common asset usage, occupancy charges and management overhead charges (commonly referred in aggregate as an Administrative and General Overhead).

Provider Company will independently charge Client Company for the use of office space used exclusively by employees of Provider Company that provide services to Client Company. The charge for the use of office space will be determined based on a cost allocation.

General and administrative costs that are not associated with a specific, identifiable, causal relationship are pooled and allocated to all system companies, including the holding company.

Allocation Methods

Allocations related to Direct Labor Charges

The following allocations will be applied to the Direct Labor Charges:

Payroll Overhead Charge will be calculated to recover costs associated with labor, such as pension, benefits, lost time and payroll taxes. The payroll overhead costs will be charged to Client Companies based on direct labor charges. The rate is computed by dividing the annual payroll overhead expenses by the annual base labor dollars.

Other Allocations applied to Direct Labor Charges will consist of the following:

1. Common Asset Usage Overhead:

The Common Asset Usage Overhead allocates the cost of furniture and desktop equipment (including PC's) used by Provider Company. The rate is calculated by dividing the economic carrying costs of the assets by the total actual labor dollars of employees using those assets. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

2. Occupancy Overhead:

The Occupancy Overhead allocates costs related to the workspace occupied by Provider Company employees. The rate is calculated by dividing the economic carrying costs for the buildings by the total actual labor dollars of employees working in those buildings. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

3. Management Overhead:

This overhead represents the management cost of a function within Provider Company. It is based on the ratio of Provider Company supervisory wages to all other wages. This fixed rate is applied to all direct labor charged to Client Companies.

An Alternative Allocation Applied to Direct Labor Charges or Other Direct Charges

An alternative allocation applied to direct labor charges or other direct charges is commonly referred to as an Administrative and General Support Adder. This overhead is a general overhead used in place of other specific administrative and general support overheads and is added to total costs of client services. The purpose is to recover indirect administrative and general expenses incurred and not otherwise charged directly to Client Companies for certain activities. The adder also includes expenses associated with office facilities, including furniture and office equipment, used in performing these administrative functions.

Allocations related to Distributed Services

The following ratios will be used to allocate costs for services not directly assigned but pooled and allocated based on a causal measurement:

Number of Employees Ratio - Based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual count of applicable employees at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Accounts Payable Ratio - Based on the number of invoices processed for each of the specific Client Companies. This ratio is determined annually based on the actual count of invoices at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Number of Customers Ratio - Based on the number of customers at each Client Company benefiting from the performance of a service. This ratio will be determined annually based on the average annual customer count and may be adjusted periodically due to a significant change.

Global Allocation Factor - This formula will be determined annually based on the average of gross plant (original plant in service), gross payroll charges (salaries and wages, including overtime, shift premium and lost time, but excluding pension, payroll taxes and other employee benefits) and gross revenues during the previous calendar year and may be adjusted for any known and reasonable quantifiable events or at such time as may be required due to significant changes. This formula is commonly referred to as the Massachusetts Formula.

Regulated Global - 5 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global allocation factor above, but it is limited to data of the following six utility subsidiaries: NYSEG, CMP, MNG, MEPCO and RGE.

Regulated Global - 3 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global - 5 allocation factor above, but it is limited to data of the following three utility subsidiaries: NYSEG, CMP, and RGE.

Commodity Energy Supply Transaction System Allocation Factor - This formula is used to allocate the cost of management of the Energy Supply Transaction System to all Client Companies that benefit from this system. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Global Allocation Factor - This formula is used to allocate the cost of commodity planning, procurement, and sale when the service is applicable to or benefits all Client Companies, regardless of whether they are a gas, electric, or combined company. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Regulated Gas Allocation Factor - This formula is used to allocate costs for gas commodity planning, procurement and sale for regulated gas utility Client Companies. The

formula is derived through utilization of the gas supply costs of the regulated gas utility affiliates and reflects the proportion of such costs occurring between these entities.

Electric Allocation Factor - This formula is used to allocate costs for the coordination and direction of electric transmission issues for the benefit of regulated electric utility Client Companies and departments. The formula is derived through utilization of the same data as the global allocation noted above, but it is limited to data of electric operating companies or departments.

EXHIBIT K

Form of Reciprocal Easement Agreement

RECIPROCAL EASEMENT INDENTURE

THIS INDENTURE made and entered into this _____ day of _____, _____, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its office and principal place of business at 83 Edison Drive, Augusta, Kennebec County, Maine 04336, hereinafter “**CMP**” and **NECEC TRANSMISSION LLC**, a Delaware limited liability company having a mailing address of _____ hereinafter “**NECEC**”.

WITNESSETH

Grant from CMP to NECEC:

CMP does hereby grant unto NECEC, **WITHOUT COVENANT**, a 50 foot wide non-exclusive easement, as hereinafter described, across CMP’s 300 foot wide strip of land known as the Section 200 / 251 corridor situated in Lewiston, Androscoggin County, Maine, for the purposes of (i) constructing and maintaining a road across CMP’s land; and (ii) to pass and repass on foot and with vehicles over said road for the purpose of ingress and egress, in common with others, to land of NECEC, as hereinafter described, across CMP’s said strip of land. The easement is over a portion of the CMP’s land acquired from Central Securities Corporation by a deed dated November 14, 1930, recorded at the Androscoggin County Registry of Deeds in Book 407, Page 526 (also see a Deed of Merger between Central Maine Power Company and Central Securities Corporation dated December 23, 2005 and recorded in said Registry in Book 3761, Page 304), the “Section 200 / 251 Corridor”.

Said easement granted to NECEC hereunder shall hereinafter be referred to as the “NECEC Easement” and is more particularly bounded and described as follows:

A 50-foot-wide easement situated easterly of but not adjacent to US Route 202 in the City of Lewiston, Androscoggin County, Maine more particularly described as follows: **[INSERT LEGAL DESCRIPTION OF NECEC EASEMENT]**

Said NECEC Easement to be for all purposes including but not limited to roadway construction, maintenance and improvement for ingress and egress by vehicles and foot, together with the right to convey these rights to others, provided however, CMP may require NECEC to place electric and communications utilities underground if placing such utilities overhead would, in the sole opinion of CMP, conflict with CMP’s existing or proposed facilities.

For further reference see Exhibit A attached hereto and made a part hereof.

The NECEC Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to land of NECEC described in a deed recorded in the Androscoggin County Registry of Deeds in Book ____ Page ____, all other abutting land now owned by NECEC, and all other abutting land owned by NECEC in the future.

The above-described NECEC Easement granted by CMP to NECEC is subject to the terms and conditions described below, and NECEC does hereby covenant and agree as follows:

1. Any road constructed and located within the NECEC Easement shall be constructed and maintained at the sole risk and expense of NECEC and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any road constructed and located within the NECEC Easement shall be constructed in a manner so that the finished grade provides sufficient clearance between the road surface and all overhead utility lines located within the NECEC Easement.
3. Installation of utilities installed within the NECEC Easement shall be coordinated in advance with CMP and may be required to be placed underground.
4. NECEC shall be responsible for the cost of relocating or raising pole structures and or wires, located within CMP's land, if CMP determines in its sole discretion that the (i) grade of any road or (ii) the use of the NECEC Easement as set forth herein interferes with said pole structures or wires, or CMP's maintenance thereof.
5. NECEC will take any steps necessary to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted.
6. NECEC will at their sole expense, obtain prior to any construction, and will at all times comply with and maintain the road in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the NECEC Easement contemplated hereby.
7. NECEC agrees to pay any and all cost for repair of damage by them or their employees, agents or contractors, caused to CMP's land or to CMP's transmission lines and facilities, now or hereinafter located on CMP's land, or equipment connected thereto, resulting from the exercise of the NECEC Easement and rights herein granted.
8. The NECEC Easement herein granted to NECEC shall at all times be subject to and shall not in any way limit CMP's rights in or use of CMP's land, and nothing in this Indenture shall be construed to limit or restrict CMP's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to NECEC not expressly granted herein nor shall any liability arise from CMP's use of its land.
9. NECEC, for itself and its successors and assigns, agree to indemnify CMP and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors,

successors and assigns and hold it and them harmless from and against all claims, penalties, fines, demands and actions arising out of any willful act or gross negligence of NECEC or its employees, agents, representatives or contractors or its invitees.

10. CMP, for itself and its successors and assigns, reserves the right to relocate the NECEC easement, at CMP's own expense, if the NECEC easement interferes with CMP's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment, provided that any such relocation provides the same utility to NECEC as the NECEC Easement granted herein.

Grant from NECEC to CMP:

NECEC does hereby grant unto CMP, **WITHOUT COVENANT**, a 50-foot-wide non-exclusive easement, in common with others, as hereinafter described, across NECEC's land situated in Lewiston, Androscoggin County, Maine, for the right and easement to pass and repass on foot and with vehicles over, along and across a roadway as now exist, or to be constructed in the future by NECEC or CMP, across NECEC's said land to land of CMP, as hereinafter described (the "CMP Easement").

The Easement herein conveyed is over a portion of NECEC's land acquired from _____ by deeds recorded at the Androscoggin County Registry of Deeds in Book ____, Page ____.

Said Easement granted to CMP hereunder shall hereinafter be referred to as the "CMP Easement" and is more particularly bounded and described as follows:

A 50-foot-wide easement situated between the easterly line of US Route 202 and the above described Section 200 / 251 Corridor in the City of Lewiston, Androscoggin County, Maine, more particularly described as follows: **[INSERT LEGAL DESCRIPTION OF CMP EASEMENT]**

Said CMP Easement to be for all purposes including but not limited to roadway construction, maintenance and improvement for ingress and egress by vehicles and foot, together with the right to convey these rights to others.

For further reference see Exhibit A attached hereto and made a part hereof.

The CMP Easement shall be subject to the conditions, limitations and covenants set forth below and shall, subject thereto, be for the benefit of and appurtenant to the above described Section 200 / 251 Corridor, all other abutting land now owned by CMP, and all other abutting land owned by CMP in the future.

The above-described CMP Easement granted by NECEC to CMP is subject to the terms and conditions described below, and Grantor does hereby covenant and agree as follows:

1. Any road constructed and located within the CMP Easement shall be constructed and maintained at the sole risk and expense of CMP and shall be constructed, operated and maintained in compliance with all laws, ordinances and regulations pertaining thereto.
2. Any road constructed and located within the CMP Easement shall be constructed in a manner so that the finished grade provides sufficient clearance between the road surface and all overhead utility lines located within the CMP Easement.

3. Installation of utilities installed within the CMP Easement shall be underground and coordinated in advance with NECEC.
4. CMP will take any steps necessary to ensure that erosion does not occur and will, at their sole expense, repair any erosion which may occur as a result of the exercise of the rights herein granted.
5. CMP will at its sole expense, obtain prior to any construction, and will at all times comply with and maintain the road in compliance with all local, state and federal permits, and will comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the exercise of the rights granted herein and use of the CMP Easement contemplated hereby.
6. CMP agrees to pay any and all cost for repair of damage by it or its employees, agents or contractors, caused to NECEC's land and facilities, now or hereinafter located on NECEC's land, or equipment connected thereto, resulting from the exercise of the CMP Easement and rights herein granted.
7. The CMP Easement herein granted to CMP shall at all times be subject to and shall not in any way limit NECEC's rights in or use of NECEC's land, and nothing in this Indenture shall be construed to limit or restrict NECEC's use of its land in its operation as a public utility or otherwise, including but not limited to the installation, removal and maintenance of utility lines and wires, structures and equipment. Further, nothing in this Indenture shall be construed as conveying any right to CMP not expressly granted herein nor shall any liability arise from NECEC's use of its land.
8. CMP, for itself and its successors and assigns, agree to indemnify NECEC and its parent corporation and affiliates and its and their directors, officers, employees, agents, contractors, successors and assigns and hold it and them harmless from and against all claims, penalties, fines, demands and actions arising out of any willful act or gross negligence of CMP or its employees, agents, representatives or contractors or its invitees.
9. NECEC, for itself and its successors and assigns, reserves the right to relocate the CMP Easement, at NECEC's own expense, if the CMP easement interferes with NECEC's use of its land, provided that any such relocation provides the same utility to CMP as the CMP Easement granted herein.

The terms CMP and NECEC shall include their respective successors, affiliates, heirs or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this Indenture, all as of the day and year first above written.

[Signature pages follows.]

CENTRAL MAINE POWER COMPANY

Witness

By: _____

Witness

By: _____

STATE OF MAINE

_____, ss.

_____,

The above named _____, personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Notary Public

Printed Name
My Commission Expires:

NECEC TRANSMISSION LLC

Witness

By: _____

STATE OF MAINE

_____, ss.

_____,

The above named _____ personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said NECEC Transmission LLC.

Notary Public/Attorney At Law

Printed Name
My Commission Expires:

EXHIBIT A

**Indenture by and between CENTRAL MAINE POWER COMPANY and NECEC
TRANSMISSION LLC**

Exhibit VV
FORM OF OWNER PARENT COMPANY GUARANTY
[The form begins on the following page.]

Owner Parent Company Guaranty

This parent company guaranty (the “**Guaranty**”), dated as of [•], 20[•], is issued by Avangrid, Inc., a corporation organized and existing under the laws of New York (“**Guarantor**”), in favor of ABB Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns (the “**Company**”).

WITNESSETH:

WHEREAS, Avangrid Networks, Inc. (“**AVANGRID NETWORKS**”) and Company have entered into that certain contract as of the [•]th day of [•], 20[•] for the engineering, procurement, construction, final testing and commissioning for the installation and connection of an asynchronous power interconnector based on high voltage transmission by direct current with a power rating of 1,200 MW, linking the Hydro-Quebec 735kV system at the Appalaches Substation and the Central Maine Power 345kV system at the Larrabee Road Substation (the “**Contract**”); and

WHEREAS, AVANGRID NETWORKS has assigned the Contract to [•], a corporation organized and existing under the laws of [•] (“**Subsidiary**”), pursuant to the Article 31a.(ii)(1) of the Contract and that certain [*insert name of assignment and assumption instrument*], dated as of the [•]th day of [•], 20[•];

NOW, THEREFORE, Guarantor hereby covenants and agrees with Company as follows:

Section 1. Definitions.

Terms beginning with capital letters, used and not otherwise defined herein, shall have their respective meanings as set forth in the Contract.

Section 2. Guaranty.

(a) Guaranty. Guarantor hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, to and for the benefit of Company and any successor or permitted assignee of Company under the Contract the full and prompt payment, when due, of any sums which Subsidiary is obligated to pay to Company, or to any third party, under the Contract (whether such obligation exists or is created, incurred or arises from time to time hereafter) (such obligations guaranteed hereby, collectively referred to herein as the “**Guaranteed Obligations**”).

Upon the occurrence of any default by Subsidiary in the observance or performance of any Guaranteed Obligation to be performed by Subsidiary pursuant to the provisions of the Contract, and the provision of written notice thereof by Company to Guarantor, Guarantor shall pay or perform, or cause to be paid or performed, any such Guaranteed Obligation as required pursuant to the terms and conditions of the Contract, if such failure continues, without having been cured

by Subsidiary, beyond a period following such notice to Guarantor equal to the applicable period of grace or notice, if any, provided to Subsidiary under the Contract, in respect of such failure.

(b) Conditions of Guaranty. Except as expressly provided herein, Guarantor agrees that its obligations under this Guaranty are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance that constitutes a legal or equitable discharge of a Guarantor or surety other than indefeasible payment and performance in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, Guarantor agrees, subject to the other terms and conditions hereof, that:

- (i) This Guaranty is a guaranty of payment and performance and not of collectability;
- (ii) Company may from time to time, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any limitation, impairment or discharge of Guarantor's liability hereunder:
 - (a) settle, compromise, release or discharge, or accept any offer of payment of, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment of any other obligations;
 - (b) request or accept other guaranties of the Guaranteed Obligations;
 - (c) take and hold security for the payment of this Guaranty or the Guaranteed Obligations;
 - (d) substitute, release, exchange, compromise, subordinate or modify, with or without consideration, any security for payment of the Guaranteed Obligations, any other guaranties of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations;
 - (e) enforce and apply any security now or hereafter held by or for the benefit of Company in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that Company may have against any such security, as Company in its discretion may determine consistent with the Contract and any applicable security agreement, notwithstanding that such action operates to impair or extinguish any right of subrogation, reimbursement, indemnification or contribution or any other right or remedy of Guarantor against Subsidiary or any other Guarantor of the Guaranteed Obligations or any other guaranty of or security for the Guaranteed Obligations;
 - (f) assign the Guaranteed Obligations in whole or in part to the extent expressly permitted in the Contract; or,
 - (g) exercise any other rights available to Company under the Contract; and,
- (iii) Except as expressly provided herein, this Guaranty and the obligations of Guarantor hereunder shall be valid and enforceable and shall not be subject to any limitation, impairment or discharge for any reason (other than indefeasible payment in full of the Guaranteed Obligations and as otherwise set forth in this Guaranty), including, without limitation, the

occurrence of any of the following, whether or not Guarantor shall have had notice or knowledge of any of them: (a) any failure to assert or enforce, or agreement not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Guaranteed Obligations; (b) any waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions of the Contract or any agreement or instrument executed pursuant thereto or of any other guaranty or security for the Guaranteed Obligations; (c) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be invalid or unenforceable in any respect due to the lack of power or authority of Subsidiary to enter into or perform any such obligations or agreement or as a result of the bankruptcy, insolvency, dissolution, liquidation or reorganization or similar event affecting Subsidiary or any of Subsidiary's assets or obligations; (d) the personal or corporate incapacity of Subsidiary or any other Guarantor of the Guaranteed Obligations; (e) the bankruptcy, receivership or insolvency of Subsidiary or any other guarantor of the Guaranteed Obligations, or the discharge of Subsidiary's or any other such guarantor's obligations in any bankruptcy, receivership or similar proceeding; (f) any merger or consolidation of Subsidiary or Guarantor into or with any other Person, or any sale, lease or transfer of any of the assets of Subsidiary or Guarantor to any other Person; (g) any change in the ownership of any interests of Subsidiary or any change in the relationship between Subsidiary and Guarantor, or any termination of such relationship; or, (e) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

(c) Payments. Except as specifically provided herein, all payments made by Guarantor hereunder shall be made without set-off or counterclaim and without any deduction or withholding for any reason. All payments hereunder shall be made

by wire transfer of immediately available funds to such bank account as Company may specify from time to time pursuant to Section 5 hereof.

(d) Reinstatement. Notwithstanding anything to the contrary contained herein, this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or part thereof, under this Guaranty is rescinded or must otherwise be returned or restored by Company upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of, or similar event affecting, Subsidiary or Guarantor, or any substantial part of either's property, or otherwise, all as though such payment had not been made.

(e) Defenses. Notwithstanding anything herein to the contrary, Guarantor specifically reserves to itself, and may assert in any proceeding arising hereunder, all rights, counterclaims and other defenses that Subsidiary is, or may be entitled to, arising from or out of the Contract, except for any counterclaims or defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Subsidiary, or the lack of power or authority of Subsidiary to enter into the Contract and to perform its obligations thereunder.

Section 3. Other Provisions of the Guaranty.

(a) Costs and Expenses. The prevailing party in any action or proceeding arising hereunder shall be entitled to recover from the other party all of its reasonable costs and expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees and costs at the trial court and all appellate levels.

(b) Waivers by Guarantor. Guarantor hereby waives for the benefit of Company, to the maximum extent permitted by applicable laws, and except as set forth elsewhere herein:

- (i) All of the following: (a) notice of acceptance hereof or of any matter referred to in Section 2(b) hereof; (b) all presentments and (other than as expressly provided for in Section 2(a) hereof) demands for payment; (c) other than as expressly provided for in Section 2(a) notices of default, nonpayment, protests, notices of protest, notices of dishonor and notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto; (d) notice of any action taken or omitted to be taken by Company in reliance hereon and any and all notices which may or might be lawfully waived by Guarantor; (e) any requirement that Company be diligent or prompt in making demands hereunder, except for any failure by Company to comply with the applicable statute of limitations or repose (provided, however, that the applicable period in the applicable statute of limitations or repose shall not be waived); (f) any requirement that Company protect, secure, perfect or insure any security interest or lien or any property subject thereto; (g) any bankruptcy, insolvency, reorganization, arrangement, adjustment, composition, liquidation or similar event of Subsidiary that might constitute a defense to any payment required under the Contract or hereunder; (h) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety or Guarantor, (i) any defense arising by reason of the incapacity, lack of authority or any disability or of Subsidiary; and (j) any defense hereunder arising out of any election by Company to foreclose on any security held by or for the benefit of Company pursuant to one or more judicial or non-judicial sales, even though such election operates to impair or extinguish any right of subrogation, reimbursement, indemnification or contribution or any other right or remedy of Guarantor against Subsidiary or any other guarantor of

the Guaranteed Obligations or any other guaranty of or any security for the Guaranteed Obligations;

- (ii) Any requirement, and any right to require, as a condition of payment by Guarantor: (a) that any right or power be exercised or any action be taken against Subsidiary (except as expressly contemplated in Section 2(a) or any other guarantor or any collateral security for the Guaranteed Obligations); (b) that Company proceed against or exhaust any security held from Subsidiary or any other Person; (c) that Company pursue any other remedy in Company's power whatsoever, and Guarantor waives the right to have the property of Subsidiary first applied to the discharge of the Guaranteed Obligations; (d) any principles or provisions of applicable laws, statutory or otherwise, that are or might be in conflict with the terms of this Guaranty; and, (e) any defense based on or arising out of the absence, impairment or loss of any right of subrogation, reimbursement, indemnification or contribution or any other right or remedy of Guarantor against Subsidiary or any such security, whether resulting from such election by Subsidiary or otherwise; and,
- (iii) All rights and benefits under: (a) provisions of applicable laws purporting to (1) exonerate a surety or Guarantor, if by any act of a creditor, without the consent of the surety or Guarantor, any of the obligations of Subsidiary are altered in any respect, or the remedies or rights of the creditor against Subsidiary, in respect thereto, are in any way impaired or suspended (it being expressly understood and agreed that Company may compromise, settle, alter, extend, waive, amend, modify, supplement, suspend or surrender the Contract or any Guaranteed Obligation or any right or remedy with respect thereto without notice to or consent by Guarantor without affecting Guarantor's obligations hereunder except to the extent compromised, settled, altered, extended, waived, amended, modified, supplemented, suspended or surrendered by Company), and (2) exonerate the surety or Guarantor to the extent that a creditor does not proceed against Subsidiary, or pursue any other remedy in the creditor's power which the surety or Guarantor cannot pursue, and which would lighten the surety's or Guarantor's burden; and (b) provisions of applicable laws requiring or permitting creditors or lienors to marshal assets or liens.

It is the intention of Guarantor and Company that Guarantor shall remain liable as principal, to the extent set forth in this Guaranty, for so long as this Guaranty shall remain in effect, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor other than as set forth herein or the termination of this Guaranty in accordance with its terms. Notwithstanding anything to the contrary, this Section 3(a) shall not affect Guarantor's reservation of rights, counterclaims and defenses under Section 2(e).

(c) Additional Waivers; Deferral of Subrogation. Until such time as all of the Guaranteed Obligations (included any reinstated obligations pursuant to Section 2(d) hereof) have been fully and indefeasibly satisfied, notwithstanding any payment made by Guarantor hereunder or the receipt of any amounts by Company with respect to the Guaranteed Obligations: (i) Guarantor (on behalf of itself, its successors and assigns, including any surety or guarantor) subordinates to the rights of Company, all rights it may have (including, without limitation, any law subrogating Guarantor to the rights of Company) to seek subrogation, contribution, indemnification, or any other form of reimbursement from Subsidiary, any other guarantor, or any other Person now or hereafter primarily or secondarily liable for any of the Guaranteed Obligations of Subsidiary to Company, for any disbursement made by Guarantor under or in connection with this Guaranty or otherwise; and (ii) Guarantor subordinates to the rights of Company any benefit of, and any right to participate in, any security, whether real or personal property, now or hereafter held by Company for the Guaranteed Obligations; provided that nothing herein shall be deemed or construed as a grant or recognition of any security interest in favor of Guarantor in any such security held by Company which arises other than by right of subrogation.

Section 4. Representations and Warranties of Guarantor.

Guarantor hereby represents, warrants, and undertakes to Company as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;

(b) Guarantor has full corporate power, authority and legal right to execute and deliver this Guaranty and all other instruments, documents and agreements required by the provisions of this Guaranty to be executed, delivered and performed by Guarantor, and to perform its obligations hereunder and thereunder;

(c) The execution, delivery and performance of this Guaranty and all other instruments, documents and agreements required by the provisions of this Guaranty to be executed, delivered and performed by Guarantor have been duly authorized by all necessary company action on the part of Guarantor;

(d) This Guaranty and all other instruments, documents and agreements required by the provisions of this Guaranty to be executed, delivered and performed by Guarantor have been duly executed and delivered by Guarantor and constitute the legal, valid and binding obligations of Guarantor, enforceable against it in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights or by the effect of equitable principles; and

(e) Except as may have already been obtained, no governmental approvals or other consents, approvals, or notices of or to any Person are required in connection with the execution, delivery, performance by Guarantor or the validity or enforceability, of this Guaranty.

Section 5. Notices.

All notices and all other communications that are required or permitted under this Guaranty: (i) shall be in writing; (ii) shall be personally delivered, by express courier service or transmitted via facsimile or via electronic mail; (iii) in the case of personal delivery or by a courier service, it shall be deemed as delivered on the date on which the party signs a receipt for such delivery, or, in the event that there is no signed receipt for such delivery by the party, on the date of confirmation of receipt by the courier service which delivered such notice or other communication, or in the event there is no date of confirmation from such courier service, on the date of receipt by the receiving party of such notice of other communication; and, in the case of delivery via facsimile transmission or email, on the first Business Day in the country of the recipient following the date on which such transmission is completed, which date may be indicated in a facsimile or email confirmation; and, (iv) must be delivered or transmitted to the address of the corresponding Person that is indicated below or at such other address that such a Person has designated to the other party by a written notice sent at least ten (10) days in advance:

(a) If to Guarantor:

[Name]

[Address]

(b) If to Company:

[Name]

[Address]

The addresses of either party for notices given pursuant to this Guaranty may be changed by means of a written notice given to the other party in accordance with this Section 5 at least fifteen (15) business days prior to the effective date of such change.

Section 6. Miscellaneous provisions.

(a) Waiver; Remedies Cumulative. No failure on the part of either party to exercise, and no delay on the part of either party in exercising, any right or remedy, in whole or in part hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by either party shall be effective unless it is in writing and such writing expressly states that it is intended to constitute such waiver. Any waiver given by either party of any right, power or remedy in any one instance shall be effective only in that specific instance and only for the purpose for which given, and will not be construed as a waiver of any right, power or remedy on any future occasion. The rights and remedies of either party herein provided are cumulative and not exclusive of any rights or remedies provided by law.

(b) Successors and Assigns. This Guaranty shall be binding upon the successors of Guarantor and shall inure to the benefit of Company and its successors and permitted assigns. Guarantor shall not assign or transfer all or any part of its rights or obligations hereunder without the prior written consent of Company. Any purported assignment or delegation without such written consent shall be null and void. Company may assign its rights and obligations hereunder to any assignee of its rights under the Contract permitted in accordance with the Contract. No other Persons shall be a third party beneficiary of, or otherwise benefit by, this Guaranty or have or acquire any rights by reason of this Guaranty.

(c) Amendment. This Guaranty may not be modified, amended, terminated or revoked, in whole or in part, except by an agreement in writing signed by Company and Guarantor.

(d) Termination and Release. Subject to Section 2(d) hereof, this Guaranty shall remain in effect until the performance in full of the Guaranteed Obligations. No release of this Guaranty shall be valid unless executed by Company and delivered to Guarantor.

(e) Governing Law; Jurisdiction.

- (i) The rights and obligations of the parties under or pursuant to this Guaranty shall be governed by and construed in accordance with the laws of the State of New York (regardless of New York's or any other jurisdiction's choice of law rules, except for Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York which shall apply).
- (ii) Any action or proceeding against Guarantor may be brought and enforced in, and Guarantor hereby submits to the jurisdiction of the federal courts of the United States sitting in the Southern District of New York (in the Borough of Manhattan), or, if such federal courts refuse to hear such action or proceeding or rule that they do not have jurisdiction to hear such action or proceeding, the courts of the State of New York, in and for the county of New York. The parties irrevocably waive any objection which any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.
- (iii) Guarantor and Company waive any objection which either may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.
- (iv) Guarantor and Company irrevocably consent to service of process out of any of the aforementioned courts in any manner permitted by such courts, including registered or certified mail, postage prepaid to such party, at its address set forth in this Guaranty (or as otherwise noticed pursuant to

Section 5), in each case such service to become effective thirty (30) days after such mailing.

- (v) Each party agrees that final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

(f) Survival. All representations and warranties made in this Guaranty and in any other instrument, document, and agreement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Guaranty.

(g) Severability. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty; and the remaining provisions of the Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Guaranty. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Guaranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(h) Information. Company shall have no obligation to disclose or discuss with Guarantor its assessment, or Guarantor's assessment, of Subsidiary's financial condition. Guarantor acknowledges and agrees that it has adequate means to obtain information from Subsidiary on a continuing basis concerning Subsidiary's financial condition and Subsidiary's ability to perform, and its performance of, its obligations under the Contract, and Guarantor assumes the responsibility for being and keeping informed of Subsidiary's financial condition and of all circumstances bearing upon the risk of nonpayment or non-performance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of Company to disclose any matter, fact or thing relating to the business, operations or conditions of Subsidiary now known or hereafter known by Company.

(i) Counterparts. Guarantor and Company acknowledge and agree that this Guaranty may be executed in multiple counterparts, and transmitted via telecopy, each such counterpart (whether transmitted via telecopy or otherwise), when executed, shall constitute an integral part of one and the same agreement.

Section 7. Confidentiality.

Guarantor shall not disclose confidential information of Company, its parent, subsidiaries or affiliates (which shall be deemed to include information relating to the business, financial condition or prospects of Company or any of Company's parent, subsidiaries or affiliates, provided by Company or Subsidiary to Guarantor) ("**Information**") to any third party (other than its parent (if applicable), affiliates, subsidiaries, consultants, agents, Subcontractors or attorneys whom it deems to have a need to know in connection with the purposes of this

Guaranty and the Contract (“**Authorized Persons**”)) without the prior written permission of Company; *provided* that Guarantor shall be responsible for any breach by any of its Authorized Persons of the provisions of this *Section 7*. In the event Company approves in writing of such disclosure or transmittal to a third party (other than Authorized Persons), Guarantor shall first obtain a written commitment from such third party making the terms of this confidentiality undertaking applicable to such third party and shall thereafter disclose and transmit such information to such third party only on a proprietary and confidential basis.

The duties of confidentiality of Guarantor hereunder shall not apply to information which Guarantor can show is the same as information which: (i) is or becomes generally available to the public without breach of this confidentiality undertaking; (ii) was in the possession of Guarantor at the time it was initially furnished by Guarantor or Subsidiary; (iii) is later received from an independent third party who is, as far as can reasonably be determined, under no limitation or restriction regarding disclosure of the information; (iv) is required to be disclosed at the request of any regulatory agency or examining authority having proper jurisdiction and authority to require such disclosure; or (v) is required to be disclosed pursuant to subpoena or as otherwise required by applicable law, including federal securities law, or any stock exchange.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Guarantor agrees to be bound by the terms and conditions of this Guaranty as of the date first written above.

[Guarantor]

Name: _____

Title: _____

Accepted:

ABB Inc.

Name: _____

Title: _____



SERVICE AGREEMENT
between Service Company and Client Company

This Service Agreement (this "Agreement") is made and entered into as of this _____ by and between the signing companies. The undersigned service provider signatory company ("Service Company") may provide services to the undersigned receiving signatory company ("Client Company") as further detailed in Corporate Services Appendix A attached hereto and at the cost estimated on Appendix B attached hereto, calculated on the basis of the Cost Allocation Manual attached as Appendix C. Service Company and Client Company may be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Service Company and Client Company are part of the Avangrid Group of companies;

WHEREAS, AVANGRID, Inc. ("AGR") is integrated into the group of companies controlled by Iberdrola, S.A. ("IBE") and, as a result, is a "controlled company" within the meaning of the New York Stock Exchange ("NYSE") rules. IBE is the controlling shareholder of AGR and its subsidiaries (collectively, the "AGR Group") and the relationship between IBE and the AGR Group is subject to U.S. laws, regulations, rules, and standards applicable to U.S. publicly traded companies (e.g., Securities and Exchange Commission ("SEC") regulations, requirements pursuant to the Sarbanes-Oxley Act, , NYSE listing standards, etc.). Consistent with IBE's Corporate Governance System, AGR operates under a framework of strengthened autonomy due to its status as a publicly-listed company;

WHEREAS, AGR initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 ("35 Act");

WHEREAS, the Energy Policy Act of 2005 ("EPAct 2005") repealed the 35 Act and the intercompany service agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, Service Company and Client Company have entered into this Agreement whereby Service Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Service Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the "Client Companies"), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

CLAUSES

1.- SCOPE OF THE AGREEMENT

1.1.- Subject Matter of the Agreement

The purpose of this Agreement is to govern the relationship between Service Company and Client Company with respect to the services detailed in Appendix A (hereinafter, the “Services”) that Service Company may provide at the request of Client Company based on the terms and conditions established in this Agreement.

Appendix B includes the estimated cost of Services for the _____ financial year. This cost may be reviewed for each consecutive year.

To the extent the Client Companies have determined that they require additional services to those described in Appendix A, the Parties shall execute an amendment in order to identify the proper scope of the new services to be provided.

1.2.- Termination of previous agreements

The Parties expressly represent that, by entering into this Agreement, any such framework agreements for identical contracted services between the Parties as may have been executed beforehand, are terminated by operation of law and rendered without any effect whatsoever.

2.- TERM OF THE AGREEMENT

This Agreement shall remain in force as long as the Service Company and Client Company continue forming part of the Avangrid Group.

As soon as a Client Company ceases to form part of the Avangrid Group, in line with the provisions of the preceding paragraph, the contractual relationship under this Agreement between Service Company and the company ceasing to form part of the Avangrid Group shall be automatically terminated as from the date on which such company effectively ceases to form part of the Avangrid Group.

Notwithstanding the foregoing, this Agreement may be terminated at any time by mutual agreement between the Parties or on any other grounds provided by applicable law.

If and to the extent performance under this Agreement may conflict with the EAct 2005 or with any rule, regulation or order of the FERC or any regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement, then the Parties may either terminate this Agreement pursuant to this Clause or modify this Agreement pursuant to Clause 8.1.

3.- PROVISION OF THE SERVICES TO THE CLIENT COMPANIES

3.1.- Services of Service Company

Service Company shall provide to Client Company, on a one-time or recurring basis, the Services identified in Appendix A so requested by Client Company, pursuant to the Cost Allocation Manual in Appendix C.

Service Company shall not, within the context of a provision of Services, receive preferential treatment due to its status as an affiliate company, consistent with the terms of Appendix C.

The Services requested by the Client Company shall be provided by Service Company.

In order to ensure the best results of the contracted Services, the Client Company is responsible for the provision of precise, accurate and complete information and instructions to Service Company. The Client Company assumes any liability and responsibility for any damages or losses resulting from such information or instructions provided to Service Company for the contracted Services. Service Company's liability is limited to non-performance, fraud, negligence or intentional misconduct.

3.2.- Quality of the Services

Service Company shall, when performing the contracted Services, use all of the expertise, care and diligence as may be expected of a company engaged in the provision of such Services, and the Parties may by mutual agreement establish specific quality standards for some of the Services, formalized, as the case may be, under a written document to be attached to this Agreement as a schedule hereto. Service Company will provide the contracted Services consistent this Agreement and Service Company's specific internal rules and procedures.

3.3.- Price and invoicing

3.3.1.- Price

All Services rendered hereunder shall be at cost thereof, and shall be assigned or allocated consistent with the Cost Allocation Manual in Appendix C, and in accordance with applicable law. Service Company shall review with Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented. The price of the Services will be calculated annually, based on the costs incurred by Service Company to provide such Services to the Client Companies.

3.3.2.- Procedure for the notification of the price of the Services and invoicing

During the term of this Agreement, before December 31 of each year, Service Company shall notify Client Company of the estimated price of the contracted Services for the following year (hereinafter, the "Estimated Price"), calculated in accordance with this Agreement.

For each year of each term of this Agreement, Service Company shall issue an invoice to be paid on the payment date to its corporate account in U.S. Dollars, or by any other means of

payment as may be agreed on by the Parties, for the Services rendered (as detailed in the relevant Appendix A) during the preceding year, based on the costs incurred in such year.

The invoice shall include written notice of the final price (hereinafter, the "Final Price") for the Services provided.

Within fifteen days of receipt of the invoice, the Client Company may make comments or inquiries to the invoice. The Parties shall try to resolve any disagreements, but in the event of a disagreement that is ongoing for more than fifteen days, any Party may exercise the rights provided to them in Clause 10 hereof.

Within the fifteen days following the determination of the Final Price in line with the preceding paragraph, the relevant adjustment invoice shall be issued for the Services, and the Party having to pay the difference shall do so on the payment date to the corporate account, in US Dollars, or by any other mean of payment as may be agreed on by the Parties, subject to the issuance of the relevant adjustment invoice in respect of the Final Price.

The Final Price shall include the applicable taxes, as well as any expense incurred by Service Company in connection with providing the Services.

3.3.3.- Regulatory Approval

Service Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

3.3.4.- Independent Audit

The Parties agree that Client Company shall be entitled to conduct an independent audit of the cost of the Services and the criteria applied to calculate the annual price of the Services provided to the Client Company (hereinafter, the "Independent Audit").

The Client Company may request the above Independent Audit in writing within the sixty days following the receipt of the notification from Service Company of the price of the Services according to clause 3.3.2, and Service Company must provide the Client Company with all the information and documentation requested in connection therewith.

4.- CONFIDENTIALITY

All of the information received by each Party from the other under this Agreement and provided in connection with the Services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers ("Advisors") in conjunction with the provision or performance of the Services. In any such case, the Party disclosing the

information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided, that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the Services, Service Company gains access to commercially sensitive information from a Client Company, Service Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

5.- TRANSPARENCY

Service Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and required by applicable law.

6.- NOTICES

All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post, or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

7.- SEVERABILITY

Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such void and null provision(s).

8.- MODIFICATION OF THE TERMS OF THE AGREEMENT AND ASSIGNMENT

8.1.- Modification

The terms of this Agreement may only be amended by written agreement between the Parties.

8.2.- Assignment

All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

9.- TAXES

Each Party shall, at its own expense, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

10.- DISPUTE RESOLUTION

10.1.- Previous negotiations

In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within thirty days, or any other period as may be agreed on between the Parties.

11.- APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York.

12.- ETHICS

Each Party shall conduct itself in accordance with the highest ethical standards and principles.

13.- ENTIRE AGREEMENT

This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement in the place and as of the date first above written.

Service Company

AVANGRID SERVICE COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Client Company

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



APPENDIX A: CATALOGUE OF CORPORATE AND TECHNICAL SERVICES

APPENDIX A1 – CORPORATE SERVICES

Services in Buildings and Leases: includes the activities related to the management of real estate assets necessary to the main activity of the Business and office buildings to guarantee their optimum function and conservation from the planning and space management, development and construction and ongoing operation

Main activities:

- Asset Management:
 - Asset and Land management functions, with activities such as: registration of properties, legal procedures, appraisals and valuations, capital gains, compulsory purchases, consultancy, support in the divestment of real estate assets, etc.
- Management of Buildings:
 - Management of leases, management of common area maintenance, etc.
 - Development of new office buildings through advising in the areas of urban planning, architecture, construction, and image. Construction, refurbishment and improvement works (operations) in corporate buildings.
 - Space management: design implementation and management of processes and activities to ensure efficient management of spaces and work environments.
 - Maintenance and operations of buildings:
 - Cleaning Services and other non-technical maintenance.
 - Corrective and preventive maintenance.
 - Supply of electricity, gas, water and furniture in work centers
 - Maintenance and gardening
 - Management and control of waste produced in work locations
 - Residence management
 - Management of residences and other non-corporative buildings and assets.

Cost driver: number of employees at each Client Company that occupy space in corporate and leased buildings.

Mobile Telephony: this service caters to the mobile communications requirements, for both voice and data, of Client Company users who request this service.

Management of the Mobile Telephony Service comprises of the following functions:

- User demand management
- Incident attention and technical support.
- Control, supervision of inventory and report on consumption of services
- Research and standardization of new technologies.

Cost driver: amount of annual telephony consumption per Client Company.



Office Services: design, implementation and support in the management of support service processes in work centers.

Main activities:

- Office Automation Points: management of automation points for printing, scanning and fax services for collective use in work centers, including:
 - Rental
 - Maintenance
 - Office material and IT consumables
- Office Staff Recruitment: support services at work centers:
 - Auxiliaries
 - Telephone operatives
 - Travel management
- Mail, dispatch and courier services:
 - Mail and pre-paid franking services within Spain
 - Internal mail or dispatch
 - Urgent dispatch of documents to locations not served by internal mail
- Document management:
 - Management of internal files
 - Management of external file storage
- Office Materials: supply of office materials to employees at their workstation.
- Publications and Subscriptions: management of subscriptions and purchase of publications.
- Translations: management of translations.
- Audio visual and Reprography Services:
 - Support and management services for audio visual resources in offices and meeting rooms
 - Printing and reprography service
- Work Clothes:
 - Centralized management of work clothes

Cost driver: number of employees at each Client Company.

Fleet Management: this service includes management of rental contracts, fuel, and application of policy regarding replacement, renewal and adaptation of the fleet

Cost driver: number of vehicles at each Client Company



Telephone Lines: this service caters to landline communications requirements, for both voice and data, of Client Company users who request this service

Cost driver: number of employees at each Client Company

General Services Management: These are all of those activities included in Real Estate and Property Management, Employee Services, Document Management, Economic and Budget Coordination, and Information Systems Management and Coordination. These activities result in the definition of global policies and procedures.

Also included are the activities derived from the integration projects of new companies in the Avangrid Group and their subsequent coordination, control and monitoring: initial analysis, comparative analysis of the global corporate model, search for operational and economic synergies, support in the implementation of the corporate model and integration of services with the rest of the companies of the Avangrid Group.

Cost driver: number of employees per Client Company

Surveillance and Maintenance of Buildings: design, implementation and support in the management of processes required to guarantee the security of the Client Companies' assets, carrying out ongoing analyses of possible risk scenarios, and recommending implementation of the necessary prevention and protection measures.

Main activities:

- Corporate Identification: identification of employees and visitors for access to, and time spent at the facilities of the Companies.
- Maintenance of Security and Fire Equipment: maintenance and upkeep of fire equipment and other security equipment, including:
 - Definition and implementation of safety measures regarding physical and electronic media
 - Adaptation of fire detection and suppression systems in accordance with current legislation
 - Management of control service for the alarm switchboard and remote centers
- Lighting and Emergency Plans: guarantee compliance with current legislation through maintenance and updating of lighting systems and emergency plans
- Processing of Documentation: maintenance of necessary equipment and procedures to guarantee confidentiality of information.
- Surveillance: surveillance and control of accesses at the facilities of the Companies.
- Certification in Quality Management: processes for obtaining and maintaining the quality certification of security systems of the Companies.



Cost driver: number of employees at each Client Company that occupy space in corporate and leased buildings.

International and Corporate Security: main activities, understanding that the concept/word SECURITY takes into account the following:

- Physical/Asset Security
 - VIP Protection
 - Electronic Security
 - Data Protection
 - Intelligence
 - Fire Protection
 - Emergencies
 - Quality Management
-
- Analysis of the impact and conditions of the application of the *Corporate Security Policy*'s adaptation to the real environment (legislation, social environment, political and economic situations).
 - Country risk analysis in relation to SECURITY.
 - Coordination and supervision of the definition and implementation of SECURITY measures
 - Coordination and supervision of the maintenance of SECURITY equipment.
 - Coordination and supervision of the SECURITY planning:
 - Prior to implementation
 - During the implementation process
 - In operation
 - Development and implementation of contingency plans for people and assets in the abovementioned phases.
 - Technical advice to Client Companies on SECURITY matters.
 - Implementation of special services and executive security for both short and long term travel in destination countries
 - Definition, support and supervision in the establishment of the SECURITY structure necessary to ensure the management and control of security risks in destination countries
 - Coordination and supervision of human resources, internal and external, dedicated to SECURITY.
 - Coordination and supervision in the standardization of SECURITY technology and operations.
 - Coordination and supervision of economic and budgetary management in accordance with the Group's guidelines.
 - Provision of information services and security recommendations during business travel for employees of the Client Company.

Cost driver: number of employees per Client Company



Other Security Services: includes other security services as:

- Cyber Security: Define cyber security and data privacy strategy, policies and standards, technical and architecture security requirements and guidelines for Cyber Security.
- NERC Compliance: Ensure compliance with the NERC Reliability Standards. Create and maintaining a documentation framework that supports compliance, and includes clear processes, policies, and procedures
- Threat & Incident Management: Lead corporate incident response team. Identifies critical incidents through data gathering of internal and external threats

Cost driver: number of employees per Client Company

Human Resources Management: comprises activities related to management and definition of policies and procedures with reference to the services provided by Human Resources.

Cost driver: number of employees per Client Company

Training and Recruitment: Main activities

- Design and implementation of development actions linked to the skills model and to the group of employees with potential.
- Assessment of employees with potential and key people
- Management of the training plan and on-site and on-line training
- Welcome and integration plans
- External and internal recruitment and selection.
- Recruitment of students under work placements.

Cost driver: number of employees at each Client Company

Labor Relationships, Remuneration and Welfare Benefits: Main activities:

- Definition, coordination and monitoring of the implementation and application of policies and models regarding remuneration and benefits.
 - Design and management of remuneration programs.
 - Coordination, support and monitoring of remuneration policies and systems.
- Definition of criteria, comparison groups for benchmarking and market surveys (compensation, benefits and other elements).
- Development of indicators for offers of total compensation.



- Definition of the internal controls on both the valuation and accounting of assets (benefits inventory, data base, assumptions, dual contrast valuations, actuarial reports, assets certification, checks by individuals, independent checks), for the preparation of Pension Disclosure from Financial Statements to ensure the disclosure of the appropriate information is disclosed in the consolidated Financial Statements and of each company.
- Optimize the cost of risks and obtain the best conditions when contracting life insurances, AD&D, disability, healthcare insurances, mutual insurance and social insurance programs, and the like, through the use of the necessary tools, resources and structures, and monitoring of the benefits policy.
- Detect and define risks mitigations alternatives (defined benefit plans closure to new entrants; freezing, if applicable of past services in defined benefit plans; outsourcing of risk through insurance companies; ...).
- Labor relations and organization:
 - Preparation and negotiation of collective bargaining agreements
 - Labor law advisory services
 - Coordinating, providing support and monitoring of committees deriving from the collective bargaining agreement and complementary regulations.
 - Drafting of job descriptions and basic functions
 - Coordinating, providing support and monitoring the organization.
 - Definition of recruitment criteria
- Employee welfare and other social benefits.
 - Management of pension plans and social assistance.
 - Definition, development and management of the different individual and collective restructuring plans
- Welfare benefits.
 - Design and administration of welfare benefits: Christmas presents, assistance for disabled children of staff members, study grants, special advances, employee energy price, seniority bonuses, and, in general, any benefit capable of being implemented or agreed.

Cost driver: number of people in each Business or organization

Occupational Risk Prevention and Company Healthcare: Main activities:

- Training in occupational risk prevention
- Audits and inspections of facilities and work
- Assistance to occupational risk prevention work groups
- Shop floor advice on occupational risk prevention
- Processing, investigation and information on accidents
- Definition of policies and general criteria for company medical services
- Organization and planning of preventive healthcare actions
- Health monitoring through medical check-ups for employees



- Healthcare function for non-occupational accidents and diseases
- Incapacity management

Cost driver: number of employees at each Client Company.

Internal (Corporate) Communications: comprises all the activities related to internal communications for AVANGRID employees and its client companies. This gathers:

- Development of the Group's strategy
- Content management Employee Portal
- Realization of global campaigns (Christmas, labor climate survey, global projects)
- Preparation of global contents (Newsletter, financial results, etc.)

Cost Driver: number of employees per Client Company, considering all the employees of the Group.

R&D&I: provision of the tools, resources and structures necessary to ensure a suitable setting for innovation development. In line with this, the services offered are as follows:

- **Strategic R&D&I plan**: coordination and support for Client Companies in the definition and monitoring of their innovation plans.
- **R&D&I Committees**: coordination of R&D&I committees at the Client Companies.
- **Tax deductions**: support in managing the procedure for the application of tax deductions through meetings with all Client Companies. Administrative procedures.
- **R&D&I grants and subsidies for projects and human resources**. Support with grant applications for different programmes and performance of administrative formalities. Representation of Client Companies before institutions related to Innovation, and funding bodies.
- **IBERDROLA Innovation Network**: coordination of this initiative.
- **R&D&I Management System**: establishment of the strategy for IBERDROLA Innovation management. Definition of the R&D&I Management System in accordance with the UNE 166002 standard.
- **Knowledge management**: development and coordination of Teams of Experts together with the Client Companies.
- **Technological Platforms**: coordination of the presence of the Client Companies on European and Spanish technological platforms.
- **Industrial and Intellectual Property Management System**: its function is to promote, manage and coordinate the management of industrial and intellectual property, and to perform administrative formalities to protect the results of projects.
- **Technological Monitoring**. Provided by the Technological Monitoring and Intelligence Office, it allows users of the Client Companies to receive alerts on technological areas that could interest them, as well as specific reports requested on certain technologies or



processes. Definition of the Technological Monitoring System in accordance with the UNE 166006 standard.

- **Innovation communication:** to make the Client Companies' efforts in innovation visible both inside and outside the company: news, innovation awards, surveys, etc.
- **Innovation Training:** collaboration with Corporate Training in the establishment of training actions to develop innovation skills (creativity, R&D&I management, etc.)
- **Universities:** Coordination of the relation between Client Companies and universities for the development of initiatives, projects or reports demanded by Client Companies.

Cost driver: basic budget for tax deductions for R&D&I activities (2/3) and investments in R&D&I at each Client Company (1/3).

Quality: the services offered are as follows:

- Quality Committee: organization of the Committee of Quality Coordinators.
- Advice on and implementation of ISO 9001.
- Performance of audits under ISO 9001
- Preparation of reports for presentation to excellence awards of the Client Companies.
- Management of the Excellence Award for suppliers (international level).

Cost Driver: number of quality systems implemented or in the process of being implemented at each Client Company business unit/company.

Environment: promotion and development of environmental initiatives in Client Companies. In this regards, the main services offered in this area are as follows:

- Environmental planning: support to the Client Companies in defining and monitoring their environmental plans. Definition of the international environmental guidelines.
- Environmental Committee: organization of the Committee of environmental coordinators
- Tax deductions: support in managing the process for the application of tax deductions for environmental reasons. Administrative formalities.
- Environmental grants and subsidies for projects. Support in managing and preparing reports for grant applications for the different programs and performance of administrative formalities.
- Environmental Management System, according to ISO 14000: environmental management strategy according to the ISO 14000 standard. Support in managing internal and external audits. Monitoring of nonconformities. Creation of the Global report.
- Environmental scorecard: support in managing indicators and investments and expenses at a global level.
- Emissions inventory: calculation of the global emissions and performance of the inventory audit according to ISO 14064.
- Environmental initiatives: launch and implementation of environmental projects.



- Biodiversity initiatives: launch and implementation of biodiversity projects.

Cost Driver: environmental investment and expenses (60%) and Certification 14000 under SGAI (40%).

Brand Management: this refers to all activities related to licenses for use of the brand by the Client Companies:

- Registration management for brands and web domain names: creation and registration management and protection of registered marks; monitoring and renewal of brand registrations, in order to guarantee adequate legal protection in each case; resolution of queries in this area.
- Assignment of full use of the web domains belonging to Avangrid. In these cases, the subsidiary will assume full management of the content of the respective website and, as a result, expressly assume full responsibility for its content, stating this in the legal notice on the website.
- The hosting service, which should allow one-click access to the Client Company's website from the Avangrid website, meaning that, in light of the high number of visitors to the Avangrid website, the Client Company benefits from a greater visibility.
- Brand materials:
 - Creation and distribution of criteria applicable to the brand and corresponding logos, providing advice, resolving queries and attending to individual requests in light of the need for specific formats.
 - Design of necessary elements for the correct application of the brand: provision of templates or sketches where the brand has a fundamental role in cases where it is not possible to resolve doubts at source in order to guarantee the correct application of the brand, as well as possible co-existence with other brands. For example: signage of offices and industrial facilities, inaugurations, institutional relations, public events, trade fairs, etc.).
 - Advice and design of promotional and sponsorship materials, providing the version of the brand which best fits the space available and colours used in order to ensure the best match among the colour range used and ensure the best visibility of the brand in each piece, as well as coherence with the brand values.
- Advice on labelling and signage: both inside and outside of buildings, centres, sub-stations, vehicles and in general of any element, using illuminated signs, vinyl signs, boards, stickers, etc.
- Office image and signage: coordination of signage needs in order to comply with what is established in the brand manual, solving potential problems, providing pertinent advice and taking charge of updating and translating the manuals regulating office signage, monitoring that the signage complies with what is established in the manuals.
- Corporate identity elements: monitoring of all elements where the brand plays a fundamental role (posters, books, brochures, videos and DVDs) or at events (public events, trade fairs and congresses, etc.). The use of these elements will require the Client



Company to respect the manuals regulating the corporate identity in corporate publications, stationery, advertising, internal videos, events, signage and promotional elements, etc., for the correct application of the brand.

- Promotional materials: support, resolution of queries and supervision of the correct application of the brand in these elements, as well as its coherence with the brand positioning and values, Recommendation of the most suitable logo according to the element in question and resolution of any queries that may arise.
- Brand Center Management and Service: The “Brand Center” is an online tool which covers all needs in connection with the management of the various Brands currently held by the Avangrid Group in all countries in which the company is present and which, through the management and direction of the Brand Management Department, serves the various representatives of the local Brands in each country: archives, manuals, final arts, projects and global application control.
- Digital look and feel, user experience design and information architecture for corporate websites: support, resolution of queries and supervision of the correct application of the corporate web design of Avangrid to the Client Companies’ corporate websites, as well as its coherence with the corporate digital positioning of the brand. The Client Company is required to respect the manuals, criteria and guidelines regulating the corporate digital identity.

Cost Driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)..

External Communication: includes the following activities:

- External and stakeholder communications
- Media relations
- Reputational risks and tracking of company reputation
- Community engagement activities

Cost Driver: Amount of annual expenses in advertising, sponsorships, hospitalities and public relations

Business General Administration and Regulation Services: comprises the activities of management and definition of policies in each of the businesses of Iberdrola group, as well as proposal and development of plans and initiatives for defense of, and advice on, compliance matters under examination from market Regulatory Bodies. Functions:

- Coordinate the businesses of Iberdrola group in each of the countries where it operates
- Ensure that all administrative acts of the Regulatory Bodies are carried out in line with the law



- Suitable defense of the interests of the Client Companies in the market
- Support in the development of regulatory proposals, providing support with international evidences.
- Advice to the Client Companies on compliance matters providing global knowledge in the defense of positions.
- Support in complying with regulations in the pursuit of overseas business opportunities and in international tenders.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula).

Control Services:

- Support in the preparation of the appropriate economic and financial information for the monitoring of the Client Companies.
- Coordination of the drafting and integration of operational plans and of the annual budget of the Client Companies, as well as the analysis and follow up of the accomplishment level.
- Coordination of the development, implementation and updating of the internal control model in the client companies to reasonable assure the reliability of the financial information.
- Analysis and monitoring of the degree of compliance with the operational plans and the approved annual budget.
- Analysis of the added value and profitability of investment proposals by the Client Companies on the basis of the plans' targets as well as other operating assets or cash generation units.
- Preparation of the economic and financial information required by external institutions
- Issue accounting policies and the framework for accounting processes, as well as advice on them.
- Coordination of the development, implementation and updating of the intercompany corporate services billing model in the Client Companies with their own clients.
- Improvement of administrative-economic control processes.
- Consolidation of financial information

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula).



SAP Platform: management of the SAP corporate platform in the General Administration, Personnel Administration, Procurement Administration and Logistics areas:

- Collection of new functional requirements, design of specifications and transfer to systems for construction,
- Parameterization of the system
- Performance of mass processes and control of interfaces
- Maintenance of users and access profiles
- Definition, construction and provision of information extraction tools to users
- Planning and implementation of training for end users

Cost driver: number of SAP platform users by Client Company

General Administration: performance of general administration procedures in accordance with commercial, tax and labor legislation. Activities:

- Accounts administration procedures
- Registration, conformation and payment of third-party invoices once authorized by the Client Company
- Service to suppliers
- Bank reconciliation
- Invoicing of inter-company transactions
- Invoicing of other revenues to third-parties
- Accounting of administrative transactions

Cost driver: number of documents processed at each Client Company.

Personnel Administration: performance of personnel management procedures in accordance with labor legislation and with the internal procedures of Human Resources. Activities:

- Payroll development and management:
 - Payroll updates (staff joining/leaving, modifications)
 - Changes in labor situation
 - Opening of work centers
 - Social insurance
 - Inland revenue procedures (tax deductions, documentation, etc.)
- Processing of payroll variables
 - Processing of monthly activity reports, travel expense sheets, minor payments.
 - Corporate VISA
 - Processing of ILT (Temporary Incapacity to Work)
 - Maternity and paternity benefits



- Staff assistance service and management of welfare benefits:
 - Telephone assistance to employees
 - Management of employee tariff
 - Management of collective life insurance
 - Processing of meal vouchers
- Management of pension plan:
 - Monthly contributions
 - Changes of capital
 - Modification of conditions

Cost driver: number of employees at each Client Company

Taxation Services: The tax services consist of the following activities, taking into account that, if the recipient of the services has its own local tax team, the applicable tax services of those listed below will be provided on a supplementary and support basis to the activities carried out by said local team.

- Development of the *Good Tax Practices Policy*
- Definition of the tax risk strategy of the Client Companies
- Management of the tax treatment of the Client Companies calculating their taxes and managing their tax returns and their taxes
- Defense of the interests of the Client Companies in tax inspections
- Tax assessment of the Client Companies, planning investment/disinvestment processes, businesses restructuring processes, and devising and developing money-saving options
- Representation of Client Companies before the tax authorities and in professional forums
- Collaboration with the persons responsible for preparing the economic information, advising on the preparation of tax information at annual and periodic closes.
- Coordination of the support from external advisors on particularly significant tax issues
- Coordination of the Transfer Pricing Policy
- Tax Technology: operation of the corporative systems and interfaces between these and all the specific tax systems for the aforementioned activities.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

External Audit: includes the audit activities of financial information, performed by external companies

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)



Purchasing Service: procurement of equipment, materials, goods and services provided to the Client Companies on the best service conditions with the aim of obtaining the most favorable purchasing conditions, through the use of the necessary tools, resources and structures and in compliance with the Procurement Policy, the appropriate proceedings and the applicable law.

To this end, Purchasing refers to the comprehensive purchasing service that includes the following, among other activities:

- Purchase planning based on the Client Company's needs plan
- Selection, rating and analysis of suppliers
- Issuing the request for quotation
- Receiving and evaluating offers
- Negotiation with suppliers
- Drawing up the proposal of award
- Identification and negotiation of contractual terms and conditions and documents
- Issuing and signing orders and/or contracts in accordance with the amount and the powers granted by the Client Company
- Evaluation, negotiation and amendment of contractual terms and conditions negotiated due to any extensions and changes of scope that arise during the supply or provision of the service
- Coordination or management purchasing category

Coordination services by purchasing category: For those supplies that require a specialization and coordination at the group level, the category manager will bring the knowledge and define strategy based on best practices along the group

Purchasing support service: includes the following, among other activities:

- Aggregate purchase planning for the group and coordination thereof, and identification of possible synergies
- Ongoing analysis of purchases by the group to identify the most frequently purchased products and to adopt measures to cut down the costs and improve efficiency
- Promote necessary actions with suppliers and contractors in accordance with the requirements established in the annual corporate social responsibility plans at the Avangrid Group level
- Register, rate and analyze suppliers and contractors in accordance with requirements in the area of quality, environment, occupational risk prevention, respect for human rights, credit risk and corruption
- Ensure optimal functioning and efficiency in purchasing processes and the supporting IT tools
- Keeping information on management, control and reporting on the Group's purchases.
- Ensuring the purchasing coordination at group level reporting to the different purchasing and business committees
- Creating key performance indicators or a scorecard for the Group's purchasing area as a whole.



Cost driver: amount of purchasing requests per each Client Company (value of open POS)

Insurance services: Management, at the request of and in conjunction with the Client Companies, of operational risks:

- Identification of operational risks: operation and exploitation, acquisition of companies, new activities, projects, legislation, agreements, etc.
- Analysis of operational risks: exposure to risk, calculation of probable maximum losses (PML), analysis of frequency and severity.
- Management of degree of retention and transfer of operational risks.
- Prevention (inspections/ recommendations)
- Agreements (liability, warranties, force majeure, insurance clauses, etc.)
- Arrangement of insurance programs.
- Management of policies under purchased insurance programs
- Loss management
- Hiring of advisors in the areas of risk management and placement of insurance (brokers).
- Preparation and management of insurance budget.

Cost driver: amount of policies per each Client Company

Financial services: management, at the request and in coordination with Client Companies, of the following aspects.

- Financial planning
 - Preparation of the long-term financial plan
 - Preparation of the short-term financial budget and adjustments throughout the year
 - Preparation of the Macroeconomic and Market hypotheses
- Financial reporting
- Financing
 - Arrangement of short- and long-term bank financing.
 - Arrangement of short –and long-term financing on capital markets.
 - Arrangement of structural financing.
 - Management of inter-company financing.
- Treasury
 - Payments and collections using appropriate payment methods.
 - Medium-term cash projections.
 - Banking reconciliation and calculation of daily position.
 - Regulation of liquidity, management of cash deficits and surpluses.



- Negotiation, contracting and issuance of letters of credit, cash collaterals and guarantees.
- Opening and closing of bank accounts.
- Risk management
 - Interest rate risk management
 - Exchange rate risk management
- Back Office for financing, cash and risk management
 - Confirmation, administration, accounting of transactions and accounting close.
 - Execution of payments.
 - Banking reconciliation of financing transactions
 - Compliance with, and control of, contractual obligations (covenants)
 - Financial audit process.
 - Control of the tax treatment of financial transactions.
 - Preparation of individual and consolidated financial statements and other corporate information.
 - Development and maintenance of IT systems and help desk.
 - Declarations to Central Banks and cooperation in compliance with international regulations.
 - Interest and expenses billing.
 - Management of documents.

Cost driver: Weighted percentage of the following concepts per each Client: Company

- Intercompany Financing Average balance (assets and liabilities) as well as debt with third-parties
- Number of guarantees processed
- Number of bank statement entries
- Equalization for all businesses

Risk Management: includes the following activities

- Enterprise Risk Management: Risk Identification and analysis, development of Risk Policies and limits, Monitoring of limits, indicators and key risk
- Credit Risk: Analysis and monitoring of counterparty credit worthiness and exposures
- Market Risk: Analysis of markets, open positions, prize curves, etc.
- Project Risk: Risk analysis of projects, relevant operations, insurance programs, etc.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)



Investor Relations:

- Implement and develop the global relations model with investors of Iberdrola Group. Set up the requested channels in order to side the institutional communication with the strategy of Iberdrola Group and Avangrid.
- Prepare information and presentations to analysts: operational data, presentations of results, strategic presentations, etc.
- Devise the valuation model of Avangrid.
- Organize events to help the market know better the Company and optimize its valuation. Attendance to investment banking seminars, roadshows, etc.
- Make use of Iberdrola Group knowledge in the preparation and development of meetings with analysts and investors.
- Maintenance of relations and attendance to meetings with rating agencies.
- Competitors, markets and relevant business analysis.
- Coordination with both Corporate and Local areas: Management and Control, Communication, Businesses, etc.
- External Communication and information delivery.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Development Services:

- Development functions (services to parent company)
 - Identify, analyze and execute non-organic growth opportunities at corporate or business level
 - Identify, analyze and execute asset disinvestments in core business except for financial shares and non-energy businesses
 - Monitor competitors including their non-organic growth strategies and disinvestments
 - Keep permanently in touch with corporate investment banks and financial advisors in order to identify investment opportunities, know their opinion about the existing alternatives in relation to non-organic growth, and get explanations and assessment on corporate development operations
 - Analyze and monitor the most important countries, their enterprises and energy assets
 - Negotiate and execute both alliances and strategic operations with third companies if it's considered between the competences conferred to Development



- Generate financial models at a corporate level
 - Dialogue with authorities on the aim of developing a lobby focused on M&A and both disinvestment and non-organic investment concrete project execution
 - Support Public Entities on the delivery of macroeconomic, operational or financial information
- Development functions (provided to other areas)
- Support other Corporate Functions in tasks related to Corporate Development such as, investor relations, flotations, etc.
 - Service to businesses and subsidiaries in several activities: business development, regulatory advice, asset/companies acquisition/disinvestment, etc.
 - Support to Regulation in preparing rate cases, providing relevant information.
 - Support to greenfield projects in progress.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Legal services:

- Advice on the establishment and implementation of, and compliance with, preventive legal security systems, appropriate decision-making processes and coordination and information mechanisms among the various companies.
- Coordination with external firms.
- Advice on corporate transactions.
- Cooperation in maintaining relationships with notaries, registries and other public offices.
- Cooperation in the suitable management of legal risks by aiding in the identification, evaluation and provision of legal advice on such risks.
- Cooperation in providing advice on law and legal defense in general, including tax and regulatory fields.
- Assistance in the processing of lawsuits in the defense of companies, directly or by contacting external firms.
- Advice for the implementation and updating of the Corporate Governance System and its development rules.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)



Internal Audit: includes internal audit activities for local Audit & Compliance Commission, chairman or organization. Participation in global audits for corporate functions and businesses.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Compliance: includes the following activities:

- Ethics, fraud and offense management
- Implement compliance program for applicable Federal and State Regulation
- Implement program for the Separation of Activities of Regulated and Unregulated businesses

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

Governing Bodies: includes the activities of the chairman, CEO, CEO's Office and Board of Directors, related to the management of the company

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula)

IT workstation: the PTI (IT workstation) service covers all activities and services concerning the availability and correct functioning of IT workstations.

The Workstation General Service includes the following components:

- Supply and installation of the workstation.
- Maintenance of the workstation (according to criticality).
- Renewal of the workstation.
- Network Services.
- Platform-based applications, personal productivity software and business applications.
- Access to the Employees' Web Portal and applications published on it (Travels, office supplies, IT requests and incidents, etc.).
- Access to different business web portals and to applications published on them.
- IT Stations for general use.
- Accessibility.
- Centralised software licences.
- IT support for customers (as appropriate).
- Inventory as support system.
- Administration of users and resources included in Systems processes.
- Collaboration services in real time (business Skype)



- Personal data service (Sharefile)

Additional Workstation Services:

- Migration and/or conversion of user data.
- Destruction of Client information registered on magnetic media.
- Extension of storage capacity for individuals or work groups, on storage servers.
- Special service timetable subject to request and analysis.
- Remote connection to network infrastructure via platform equipment with VPN client and WebVPN access to published applications, if any.
- Access to Metaframe environment applications (check service file for further information).
- Connection and access to information systems outside Avangrid.
- Training of Client Company users on handling elements pertaining to the configuration of the Workstation.
- Access to Knowledge Management Systems.
- Corporate server backup of user data stored on laptop or desktop systems, subject to defined space limitations, and always communications permitting.
- Installation of Departmental Applications as requested by the installer (DAI).
- Transfer of files (to/from the exterior) via the corporate FTP.
- Analysis of impact and requirements derived from the application of the Cybersecurity Risk Policy.

In short, this service includes all activities necessary to provide, integrate and support the hardware, software and connectivity required by end users to enable them to manage their information and access what they need from the information systems for which they are authorized by the competent bodies of their respective companies.

Cost driver: number of systems (desktop, laptop, tablet PCs) weighted by unit price and local or global cost components, at each Client Company.

New developments: this service comprises new information systems or applications software, as well as maintenance and correction of pre-existing ones, regardless of the hardware/software platform they require.

Cost driver: Number of users of each application / Number of persons / others, per each Client Company

Operation and support: this service covers all activities necessary for the management and administration of infrastructure elements, to ensure functioning and operability in the Systems environment. It also includes the information and communications protection service, developing and implementing, pursuant to the instructions received from the Client Companies, suitable



prevention and protection measures that guarantee inaccessibility of systems information by unauthorized persons, and monitoring possible security breaches of information systems.

Additionally the services includes Finishing and Printing Center with all activities related to printing tasks (printing service, creation and modification of forms, and finishing service)

Cost driver: percentage of operation consumption according to the services received per each Client Company

IT Systems Management: comprises activities related to management and definition of policies and procedures with reference to the services provided by IT area. This gathers all the activities of IT Workstation, Operation and Support, and New Developments.

Cost driver: number of employees per Client Company.

Data Center: the provision of physical data center facilities and infrastructure to clients.

This service encompasses all of the services and facility related components or activities that support the implementation, maintenance, operation, and enhancement of the data center. The data center provides processing, storage, networking, management and distribution of data within Client Companies.

Cost driver: Average of the dimension at each Client Company according to the Assets, personnel expenses & Gross Margin (Massachusetts Formula) for companies utilizing the data center.

Any other specific support requested by client company that would be directly monitored and charged



APPENDIX A2 - TECHNICAL SERVICES

Executive Service: include general and administrative management and strategic planning.

Governmental Affairs Service: include monitoring, reviewing and researching legislation and lobbying government officials.

Regulatory Management Service: include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.

Transmission and Supply Service: include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.

Distribution Operation Service: include activities related to the coordination and direction of electric and/or gas distribution operation functions.

Customer Service: include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.

Engineering Service: include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.

Commodity Planning Service: includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Other centralized service: dedicated solely to AVANGRID Networks businesses.



APPENDIX C: AVANGRID CORPORATE AND TECHNICAL SERVICES

COST ALLOCATION MAUNUAL

INDEX

1. PURPOSE	2
2. ONE CORPORATION MODEL	3
3. APPLICABLE REGULATION	5
4. CORPORATE SERVICES' BILLING PROCEDURE	6
5. NON CORPORATE FUNCTION TECHNICAL SERVICES	9
6. FLOW OF COSTS THROUGH THE CASCADE MODEL	11
7. ANNEXES	13

1. PURPOSE

The purpose of this document is to describe the process by which the costs of corporate services at the Iberdrola Group are identified and billed to different companies they serve or are benefited by these services. Avangrid has adopted the same model.

In general, corporate services are classified in services provided on behalf of the Shareholder and services provided to the Group companies.

The services provided on behalf of the shareholders are not billed unless they are recognized by regulators as necessary for the operation of the concession, while the services provided to the Group companies are billed to each of the companies receiving such services.

The services provided to a single company are billed directly to that company, while services provided to more companies are allocated to these companies according to "drivers" defined for each of the services consumption.

The billing of corporate services to the Group companies is performed following transparent and objective criteria consistent with the principle of market value, avoiding any discrimination, subsidy or competitive advantage. These criteria are of general application, and are based on the benefit generated in the client companies of these corporate services, and applied objectively and consistently based on non-manipulable data.

The cost base used is built according to consistent criteria of the transfer pricing guidelines of the Organization for Economic Cooperation and Development (OECD).

The procedure defined herein is applicable to all companies of the Iberdrola Group, subject to the consideration and adaptation to the particularities of each jurisdiction, which must be duly justified in each case.

2. ONE CORPORATION MODEL

The presence of the Iberdrola Group in different countries and business sectors has made convenient the implementation of a business model based on a decentralized structure of decision-making that, however, allows a global integration of Business according to the Group's business model. This Model, adopted by the Board of Directors of Iberdrola SA, is aimed at maximizing the operational efficiency of the different business units and ensures the dissemination, implementation and monitoring of the overall strategy and basic management guidelines established for each business, primarily through the exchange of best practices between companies of the Iberdrola Group.

One of the key instruments of the Group business model is the "One Corporation" which Iberdrola set up to provide certain corporate services in an efficient and flexible way to all companies of the Iberdrola Group.

The costs of the One Corporation are structured in two types:

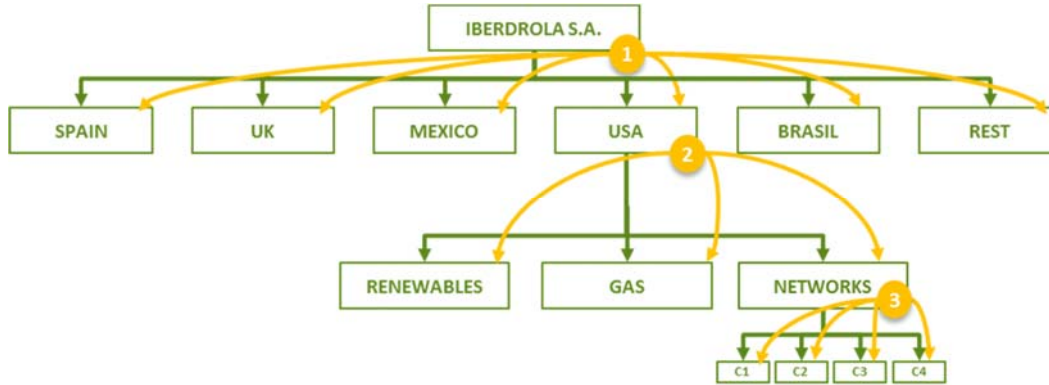
- Corporate services costs: These are the costs recorded in the provider companies, and needed to provision the corporate services. These costs are the subject of the present billing model.
The billing of these costs will require a contract and the subsequent determination of the services that will be provided to each society.
- Costs managed directly by each company that receives the services: The costs of these services are managed by each company according to common guidelines across the Group in order to exploit common synergies and improve purchasing power.

The Corporation ensures proper provision of contracted services by following the instructions provided in the Declaration of Acceptance by the Client Companies in their corresponding Framework Agreement. The services must respect the standards set in the context of the One Corporation to ensure adequate synergies and maximize operations of the Group. Also contracted services are rendered in full compliance with applicable law and the Corporate Governance System and the distribution of tasks and responsibilities derived therefrom.

The One Corporation is structured by corporate services providers companies, both at Group level and at the level of countries and businesses within each country.

Each company providing corporate services is organized by corporate functions (more detail in Annex 5.1.).

Service delivery is made according to the following scheme (the detail included in USA intended to serve as an example, although the pattern is repeated in each country and each business within each country):



Services are provided in cascade, from top to bottom, from the lending companies of services to clients' related companies. As a general premise, no services are provided from the client companies to headers (bottom-up), or between companies of different Holdings (horizontally).

CORPORATE FUNCTIONS EMPLOYEES: ALLOCATION CRITERIA

Employee assignment principle: 80/20

- If an employee works 80% or more of the time for a single company, then this employee is assigned to that company.
- If an employee works more than 20% for several companies, then this employee is assigned to the Service Company:

3. APPLICABLE REGULATION

The cost billing process from the Corporation to the Group companies follow the guidelines issued by the OECD in 1995 and supplemented in 1996 (with periodic updates) for the regulation of related party transactions and that are applicable for the purposes of Article 7 CSA common services in Iberdrola. The arm's length principle is the internationally accepted standard to assess the transfer prices of related party transactions. The most commonly cited arm's length principle definition and how to apply it is also defined in the OECD Guidelines. That legislation comes to the conclusion that the results of this operation are to be similar to those they would have obtained between independent entities have done under similar or comparable circumstances.

The guidelines published by the Joint Transfer Pricing Forum in the European Union (FCPTUE) analyzing the treatment and analysis of low value-added services as part of related party transactions must also be followed. That legislation provides guidance in relation to the analysis of low value-added services (support services management) with related entities.

On the other hand, Article 18 of the Corporation Tax Act, BOE number 288, pages 96972-78, dated November 28, 2014, determined the valuation rules of related party transactions, defining the scope thereof and establishing the method for determining the market price of each of these operations.

Finally, in the North American environment, there must be compliance with the requirements of the regulations of the Federal Energy Regulatory Commission (FERC), including Part 367 of Title 18 of the US Code of Federal Regulations ("CFR 18") in connection the uniform system of accounts in companies providing centralized services ("uniform System of accounts for Mutual service Service Companies and Subsidiary companies")

4. CORPORATE SERVICES' BILLING PROCEDURE

The steps used for billing services are:

1. Services' Costs Identification – Corporation Costs Base
2. Service to companies and on behalf of the shareholder or the concession
3. Client companies
4. Services' consumption drivers
5. Self- Consumption and final billing

4.1 SERVICES' COSTS IDENTIFICATION – CORPORATION COSTS' BASE

As a general principle and within the corporate SAP platform, all costs associated with the activities of each company, both own personnel expenses, external suppliers' costs, depreciation and others, are analytically accounted in the so-called "allocation orders". Each order among its different analytical fields collects a product code that identifies the corresponding corporate service.

Cost base of Iberdrola Group corporate service is defined as the Earnings Before Interest and Taxes (EBIT). The EBIT includes the following components:

- Personnel Expenses
- Net External Services of other operating income
- Taxes
- Depreciation
- Provisions

The External Services component will include both items received from external companies of the Group and items from different Group companies of the Corporation and necessary for the provision of corporate services.

As an exception to the direct allocation of costs to products, indirect costs are those that due to their nature or the way in which they are accounted on the Corporation can't be assigned to a single corporate service. In this case a consumption criterion has to be used in order to assign it to the corporate services affected.

4.2 SERVICE TO COMPANIES AND ON BEHALF OF THE SHAREHOLDER OR THE CONCESSION

The services provided by the Corporation are classified into two groups:

- Services provided on behalf of the shareholder: services that, according to the rules of the OECD, are provided to shareholders. These services (see details in Annex 5.3.) are not billed unless they are recognized by regulators as necessary for the operation of the concession.
- Services provided to the Group companies: services provided to Group companies. In general, the amounts for services provided to Group

companies are billed to each recipient company by the corresponding consumption driver (see details in Annex 5.2.).

However, there are services that can be billed directly to a client company:

- Personnel services or External Service of the Corporation to a Group company in singular Investment projects (so-called “*Recharge*”)
- Services provided by the Corporation to particular projects, to outside companies or where Iberdrola Group has a majority stake.
- Assignment of staff of the Corporation to companies.

Both the services provided on behalf of the shareholders and services to Group companies are related to the corporate functions that provide them (see details in Annex 5.3. and Annex 5.2.).

4.3 CLIENT COMPANIES

Corporate services are provided generally to all group companies where it holds the majority stake or where Iberdrola, not being the majority shareholder, is the responsible for the management.

There is a framework agreement for the provision of services, the companies concerned and the billing forecast of year in force.

As previously explained, the billing of services to each company is performed through the corresponding corporate services’ providers companies (cascade).

This means that every service is billed to each of the companies’ providers of corporate services at the next level, and then from each of them, their own cost of each service is added and billed to the next level, and so on until each company receiving the service.

In cases where companies have corporate service providers that do not add value to the services of the previous level, services are billed directly to the lending companies that add value next level or if there are none, to the host companies of the services.

The corporate services providers companies in each country are:

- Iberdrola España S.A.
- SPW Power UK Plc
- Avangrid Service Company
- Iberdrola Energía Altamira de Servicios, S.A. de CV
- Iberdrola Brasil S.A.

All beneficiary companies are directly or indirectly attached to the Framework Agreement.

4.4 SERVICES' CONSUMPTION DRIVERS

Corporate services provided to Group companies are calculated using each service a driver of consumption (see detail in Annex 5.4 drivers.).

These drivers are defined taking into account indications of the OECD and the EU Joint Forum, best practices of other similar companies, and those that better reflect the consumption of each service (see details of services and drivers used in Annex 5.5.).

In those cases where it is not possible to use a specific driver to ensure equity in consumption costs between host companies of the service, a driver of overall consumption has been defined. This driver, commonly called "Massachusetts formula" is used widely in the US for utilities to assign costs to the host companies based on their dimension.

4.5 SELF-CONSUMPTION AND FINAL BILLING

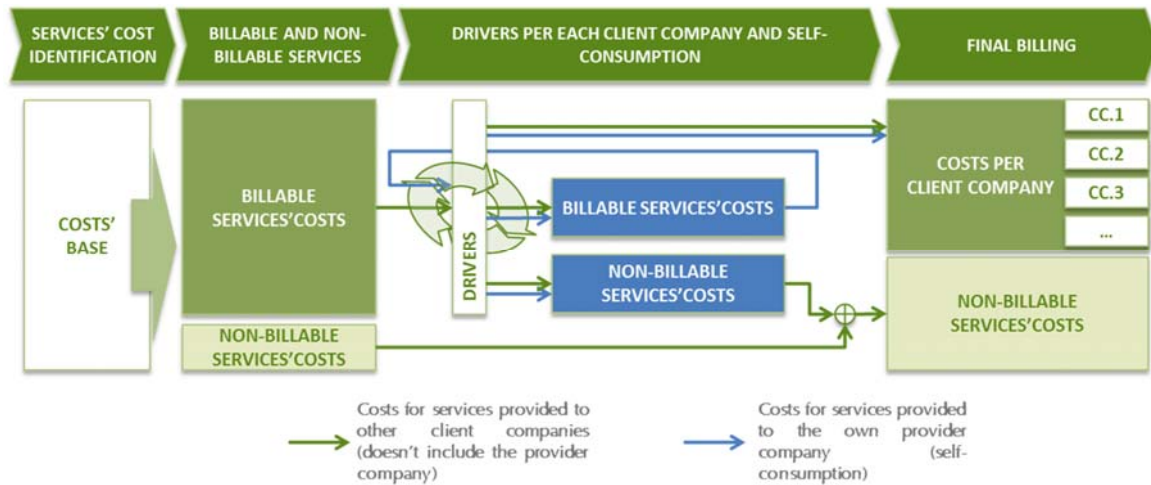
The different corporate services (to companies and on behalf of the shareholder or the concession) include initially their own costs for providing their services to the companies receiving them. However they don't include costs of other corporate services they make use of.

For example, Purchasing service initially includes purchasing department own costs to provide services to the companies receiving them. However, it is necessary to add the costs of "consumption" which makes the Purchasing Department itself relative to other corporate services (Office services, IT Workstation, General Administration, etc.). These expenses for consumption between corporate services are called "self-consumption".

To calculate the cost of self-consumption, these steps are followed:

- Consumption of each service is calculated at each consumer entity. In this calculation, the provider of corporate services is among the consumers, as it has employees who also receive corporate services.
- These own consumption of corporate services are divided into two groups:
 - o Consumption associated with services provided to the shareholders or the concession: These consumptions are not billed unless they are recognized by regulators as necessary for the operation of the concession
 - o Consumption associated with other services: These consumptions are integrated again between the receiving services which are billed by applying the same consumer drivers.
- This process is performed iteratively until corporate services receive no cost via self-consumption (amount <0,01 €) and all consumption is assigned to the target companies or non-billable services.

The following chart shows schematically the process of billing for services rendered:



The price for the provision of each of the services corresponds to market price determined by any method accepted in the applicable laws and regulations including the cost without margin itself, under appropriate circumstances-are given, and calculated annually based on the cost incurred for the provision of those services to client companies.

5. NON CORPORATE FUNCTION TECHNICAL SERVICES

Certain Services are provided outside of the Corporate Services model using similar allocation methods. These services are referred to as technical services and usually are business specific in nature. For example in the United States the regulated Networks Companies have identified shared services outside of the corporate model that follow a very similar allocation method.

5.1 TECHNICAL SERVICES DESCRIPTION

The purpose of this section is to describe the process by which the costs of technical services at the Avangrid Networks Group ("Group") are identified and billed to different societies they serve or are benefited by these services.

The services provided to a single company are billed directly to that company, while services provided to more companies are allocated to these companies according to "drivers" defined for each of the services consumption.

The billing of technical services to the Avangrid Networks Group companies is performed following transparent and objective criteria consistent with the principle of costs, avoiding any discrimination, subsidy or competitive advantage.

The cost are determined in accordance with applicable rules and regulations, including the Energy Policy Act of 2005 and applicable state regulation, which require Service Company to fairly and equitably allocate costs among all

associate companies to which it renders services (collectively, the "Client Companies"), including Client Company.

The procedure defined herein is applicable to all companies of the Avangrid Networks Group, subject to the consideration and adaptation to the particularities of each jurisdiction, which must be duly justified in each case.

Finally, in the North American environment, there must be compliance with the requirements of the regulations of the Federal Energy Regulatory Commission (FERC), including Part 367 of Title 18 of the US Code of Federal Regulations ("CFR 18") in connection with the uniform system of accounts in companies providing centralized services ("Uniform System of Accounts for Mutual Service Companies and Subsidiary Companies")

5.2 TECHNICAL SERVICES' BILLING PROCEDURE

The steps used for billing services are:

- Services' Costs Identification — Technical Costs Base
- Service to companies
- Client companies
- Services' consumption drivers
- Self- Consumption and final billing

5.2.1 SERVICES' COST IDENTIFICATION – TECHNICAL COSTS BASE

As a general principle and within the corporate SAP platform, all costs associated with the activities of each company, both own personnel expenses, external suppliers' costs, depreciation and others, are analytically accounted in the so-called "allocation orders". Each order among its different analytical fields collects a product code that identifies the corresponding corporate or technical service.

Cost base of Iberdrola Group corporate service is defined as the Earnings Before Interest and Taxes (EBT). The EBT includes the following components:

- Personnel Expenses
- Net External Services of other operating income
- Taxes (Other than Income Taxes)
- Depreciation
- Provisions
- Net Finance Costs

The External Services component will include both items received from external companies of the Group and items from different Group companies of the Corporation and necessary for the provision of corporate services.

As an exception to the direct allocation of costs to products, indirect costs are those that due to their nature or the way in which they are accounted for by the Corporation can't be assigned to a single corporate service. In this case a consumption criterion has to be used in order to assign it to the corporate services affected.

5.2.2 SERVICE COMPANIES

Services provided to the Group companies: In general, the amounts for services provided to Group companies are billed to each recipient company by the corresponding consumption driver.

However, there are services that can be billed directly to a client company:

- Personnel services or External Service of the Corporation to a Group company in singular investment projects (so-called "Recharge")
- Services provided by the Corporation to particular projects, to outside companies or where Iberdrola Group has a majority stake.
- Assignment of staff of the Corporation to companies.

5.2.2 CLIENT COMPANIES

Technical services are provided generally to all Group companies where Avangrid Networks holds the majority stake or where Iberdrola, not being the majority shareholder, is responsible for the management.

There is a framework agreement for the provision of services, the companies concerned and the billing forecast of year in force.

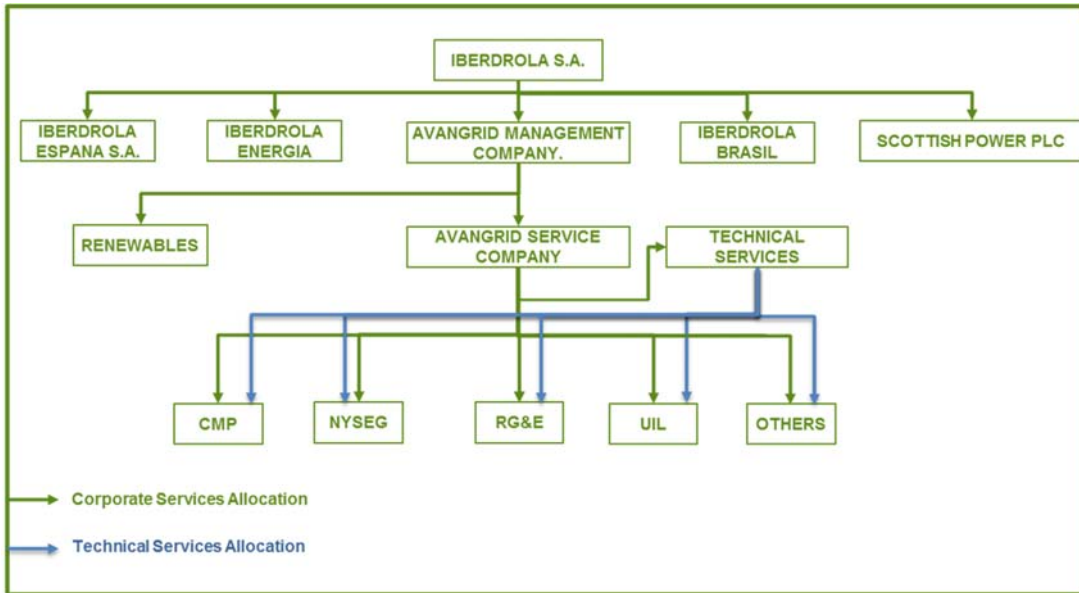
The major technical services provider companies are:

- Avangrid Service Company
- Central Maine Power Company
- Maine Natural Gas Corporation
- New York State Electric & Gas Corporation
- Rochester Gas and Electric Corporation
- UIL Holdings Corp.
- The United Illuminated Company
- Connecticut Natural Gas Corporation
- The Southern Connecticut Gas Company
- The Berkshire Gas Company
- The New York Transmission Company
- NECEC Transmission LLC

6. FLOW OF COSTS THROUGH THE CASCADE MODEL

As referenced above service charges flow in a cascade model in which the Service Provider of a parent company (lending company) full loads and allocates their cost base down to the companies below it. If the charge goes to a final destination company (this company does not provide services for any other company within the group) the expense remains within that company. If these charges are allocated to a sub level service company these charges are then gathered with the cost base of that service company and billed down until

they are finally allocated down to a final destination company. For example a charge from the Iberdrola Service Company could go through many different allocation cycles before it reaches its final destination company. A charge could potentially originate at the IBERDROLA SA Service company level, be allocated to AMC, then be allocated to ASC, then allocated to the technical service provider and then finally to one of the final destination networks companies. In this scenario a charge would be included with the base cost of the service company and allocated by applicable driver.



7. ANNEXES

7.1 CORPORATE FUNCTIONS

CORPORATE FUNCTION
Governing Bodies
Innovation, Environment and Quality
Real Estate and General Services
Corporate Security
IT
Human Resources
Purchasing
Insurance
Finance & Treasury
Risks
Capital Management
Investor Relations
Control
Administration
Tax
External Audit
Secretary of the Board
Communications
Legal Services
Corporate Development
DG Business and Regulation
Internal Audit
Compliance

7.2 SERVICES TO CLIENT COMPANIES

CORPORATE FUNCTION	SERVICE
Innovation, Environment and Quality	R+D+I Service
	Environment
	Quality
Real Estate and General Services	Services in buildings and leases
	Mobile Telephony
	Telephone lines
	General Services Management
	Fleet Management
Corporate Security	Office services
	International and Corporate Security
	Surveillance and maintenance of buildings
IT	Other security services
	IT Management
	IT Workstation
	Operation and support
	Data Center
Human Resources	New developments
	Human Resources services
	Training & recruitment
	Labor relationships
	Occupational risk prevention
Purchasing	Internal Communications
Insurance	Purchasing services
Finance & Treasury	Insurance services
Control	Financial services
Administration	Control services
	General Administration
	SAP Platform
Tax	Personnel Administration
Communications	Tax services
Legal services	Brand Management
Corporate Development	Legal services
	Development services
DG Business and Regulation	Development projects
	DG Business and Regulation services

7.3 SERVICES ON BEHALF OF THE SHAREHOLDER OR THE CONCESSION

CORPORATE FUNCTION	SERVICES
Governing Bodies	Governing Bodies
Human Resources	Other HR services
Risks	Other financial services
Investor Relations	
External Audit	External audit
Secretary of the Board	Governing Bodies
Communications	External Communications
Internal Audit	Internal Audit services
Compliance	Compliance services

7.4 TECHNICAL SERVICES

FUNCTION	SERVICES
TECHNICAL SERVICES	Executive Services
	Governmental Affairs
	Regulatory
	Transmission and Supply
	Distribution Operations
	Customer Service
	Engineering Services
	Commodity Planning
	Other Centralized Services

7.5 SERVICES' CONSUMPTION DRIVERS

DRIVER	CALCULATION METHODOLOGY
Weighted percentage of R+D+I service per organization	Budget base for tax deductions due to R+D+I activities (2/3) and investments in R+D+I on each business (1/3)
Percentage of Environment Investments and expenses per organization	Environment Investments and expenses (60%) and 1400 Certification in SGAI (40%)
Number of quality processes per organization	Number of implemented or on-going implemented quality processes per organization
Percentage of carbon tons	Carbon tons per organization
Number of employees in corporate buildings	Number of active employees in corporate buildings per organization
Phone consumption amount	Phone consumption amount per organization
Number of vehicles	Number of vehicles per organization
Number of persons per organization	Number of persons per organization
Number of shares	Number of shares per organization
Dimension Indicator (Massachusetts formula)	Weighted dimension of each organization taking into account Gross Property Plant, Direct Labor and Gross Margin (Application of Massachusetts formula)
Number of weighted equipment	Number of laptops, desktop computers, PDA's and pocket-PCs that according to the inventory are associated to employees of each organization. With this inventory a weighting is made taking into account de purchasing value of each of the equipment. Besides a correction factor is added to some equipment in order to weight the local costs of IT Workstation
Percentage of consumption per organization	Number of MIPS y percentage of storage utilization per each application, and number of users of the application
Number of users	Number of users of the application per organization
Amount of orders per organization	Amount of orders per organization
Amount of policies per organization	Amount of policies per organization
Weighted percentage of financial operations	Weighted percentage of the following concepts per each Client: Company <ul style="list-style-type: none"> • 78,5% Intercompany Financing Average balance (assets and liabilities) as well as debt with third-parties • 5% Number of guarantees processed • 15% Number of activities processed • 1,5% Equalization for all businesses
Number of SAP users	Number of SAP users per organization
Number of documents processed per organization	Number of documents processed per organization

Amount of expenses in advertising, sponsorships, hospitalities	Amount of annual expenses in advertising, sponsorships, hospitalities and public relations
---	--

7.6 RELATION OF SERVICES AND DRIVERS

CORP. FUNCTION	SERVICE	DRIVER
Governing Bodies	Governing Bodies	Dimension Indicator
Innovation, Environment & Quality	R+D+I Service	Percentage of R+D+I service
	Environment	Percentage of Environment Investments and Expenses
	Quality	Number of quality processes
Real Estate and General Services	Services in buildings and leases	Number of employees in corporate buildings
	Mobile Telephony	Phone consumption amount
	Telephone lines	Number of persons
	General Services Management	Number of persons
	Fleet Management	Number of vehicles
Corporate Security	Office services	Number of persons
	International and Corporate Security	Number of persons
	Surveillance and maintenance of buildings	Number of employees in corporate buildings
IT	Other security services	Number of persons
	IT Management	Number of persons
	IT Workstation	Number of weighted equipment
	Operation and support	Percentage of consumption
	Data Center	Dimension Indicator
Human Resources	New developments	Number of users / persons / other
	Human Resources services	Number of persons
	Training	Number of persons
	Labor relationships	Number of persons
	Occupational risk prevention	Number of persons
Purchasing	Corporate Communications	Number of persons
Insurance	Purchasing services	Orders Amount
Finance and Treasury	Insurance services	Policies amount
Risks	Financial services	Financial operations amount
Investor Relations	Other financial services	Dimension Indicator
Control	Control services	Dimension Indicator
Administration	General Administration	Number of processed documents
	SAP Platform	Number of SAP users
	Personnel Administration	Number of persons
Tax	Tax services	Dimension Indicator

Communications	External Communications	Amount of expenses in advertising, sponsorships, hospitalities
	Brand Management	Dimension Indicator
Legal Services	Legal Services	Dimension Indicator
Corporate Development	Development services	Individual analysis
	Development projects	
DG Businesses and Regulation	DG Businesses and Regulation service	Dimension Indicator
External Audit	External Audit	Dimension Indicator
Secretary of the Board	Governing Bodies	Dimension Indicator
Internal Audit	Internal Audit services	Dimension Indicator
Compliance	Compliance services	Dimension Indicator

SERVICE TYPE	SERVICE	DRIVER
Technical Services	Executive Services	Dimension Indicator
Technical Services	Governmental Affairs	Dimension Indicator
Technical Services	Regulatory Management	Dimension Indicator
Technical Services	Transmission and Supply Services	Dimension Indicator
Technical Services	Distribution Operations	Dimension Indicator
Technical Services	Customer Service	Dimension Indicator
Technical Services	Engineering Services	Dimension Indicator
Technical Services	Commodity Planning	Dimension Indicator
Technical Services	Other Centralized	Dimension Indicator

**SERVICE AGREEMENT BETWEEN
CENTRAL MAINE POWER COMPANY
AND
NECEC TRANSMISSION LLC**

This Service Agreement (this “Agreement”) is made and entered into this _____ day of _____, _____ by and between _____ (“**Provider Company**”) and NECEC Transmission LLC (“**Client Company**”), respectively identified on the signature page herein. Provider Company and Client Company may be referred herein individually as a “**Party**” and collectively as “**Parties**”.

WITNESSETH

WHEREAS, the Provider Company and the Client Company are wholly owned subsidiary companies of Avangrid, Inc. (“**Avangrid**”).

WHEREAS, Avangrid is integrated into the group of companies controlled by Iberdrola, S.A. (“**IBE**”) and, as a result, is a “controlled company” within the meaning of the New York Stock Exchange (“**NYSE**”) rules. IBE is the controlling shareholder of Avangrid and its subsidiaries (collectively, the “**Avangrid Group**”) and the relationship between IBE and the Avangrid Group is subject to U.S. laws, regulations, rules and standards applicable to U.S. publicly traded companies (e.g. Securities and Exchange Commission (“**SEC**”) regulations, requirements pursuant to the Sarbanes-Oxley Act, NYSE listing standards, etc.). Consistent with IBE’s Corporate Governance System, Avangrid operates under a framework of strengthened autonomy due to its status as a publicly listed company;

WHEREAS, Avangrid initially received authorization for intercompany service agreements from the SEC in accordance with the requirements of Section 13(b) of the Public Utility Holding Company Act of 1935 (“**35 Act**”);

WHEREAS, the Energy Policy Act of 2005 (“**EPAct 2005**”) repealed the 35 Act and the intercompany services agreements are now in accordance with applicable provisions of EPAct 2005, including but not limited to the Public Utility Holding Company Act of 2005 and the regulations of the Federal Energy Regulatory Commission (“**FERC**”); and

WHEREAS, Provider Company and Client Company have entered into this Agreement whereby Provider Company agrees to provide and Client Company agrees to accept and pay for various services as provided herein at cost, with cost determined in accordance with applicable rules and regulations, which require Provider Company to fairly and equitably allocate costs among all affiliate companies to which it renders services (collectively, the “**Client Companies**”), including Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties to this Agreement agree as follows:

ARTICLE I - SERVICES

Section 1.1 Provider Company shall furnish to Client Company, as requested by Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client Company may from time to time request and that Provider Company concludes it is able to perform. Provider Company shall also provide Client Company with special services, so long as such services do not materially add to those services described in Appendix A hereto, as may be requested by Client Company and that Provider Company concludes it is able to perform. In supplying such services, Provider Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

Section 1.2 Client Company shall take from Provider Company such of the services described in Appendix A, and such additional special services, as limited by Section 1.1 hereof, as are requested from time to time by Client Company and that Provider Company concludes it is able to perform.

Section 1.3 The cost of the services described herein or contemplated to be performed hereunder shall be directly assigned, distributed or allocated by activity, project, program, internal order or other appropriate basis. Client Company shall have the right from time to time to amend or alter any activity, project, program or internal order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Provider Company, (ii) the cost for the services covered by the activity, project, program or internal order shall include any expense incurred by Provider Company as a direct result of such amendment or alteration of the activity, project, program or internal order, and (iii) no amendment or alteration of an activity, project, program or internal order shall release Client Company from liability for all costs already incurred by or contracted for by Provider Company pursuant to the activity, project, program or internal order, regardless of whether the services associated with such costs have been completed.

Section 1.4 Provider Company shall use its best efforts to maintain a staff trained and experienced in the services described in Appendix A.

ARTICLE II - COMPENSATION

Section 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Provider Company all costs that reasonably can be identified and related to particular services performed by Provider Company for or on its behalf. The methods for

assigning or allocating Provider Company costs to Client Company, as well as to other affiliate companies, are set forth in Appendix A.

Section 2.2 It is the intent of this Agreement that charges for services shall be distributed among Client Companies, to the extent possible, based upon direct assignment. The amounts remaining after direct assignment shall be allocated among the Client Companies using the methods identified in Appendix A. The method of assignment or allocation of cost shall be subject to review by the Provider Company annually, or more frequently if appropriate. Such method of assignment or allocation of costs may be modified or changed by the Provider Company without the necessity of an amendment to this Agreement; provided that, in each instance, all services rendered hereunder shall be at actual cost thereof, fairly and equitably assigned or allocated, all in accordance with the requirements of the EAct 2005 and any orders promulgated thereunder. The Provider Company shall review with the Client Company any proposed material change in the method of assignment or allocation of costs hereunder and the Parties must agree to any such changes before they are implemented.

Section 2.3 Provider Company shall render a monthly report to Client Company that shall reflect the information necessary to identify the costs charged for that month in accordance with the Uniform System of Accounts for Mutual and Subsidiary Service Companies. Client Company shall remit to Provider Company all charges billed to it within 30 days of receipt of the monthly report. Any amounts not paid by the due date will be subject to a late charge of .5 % per month until the remittance is received.

Section 2.4 It is the intent of this Agreement that the payment for services rendered by Provider Company to Client Company under this Agreement shall cover all the costs of its doing business, to the extent related to the provision of the services, including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital as permitted by applicable laws and regulations.

Section 2.5 Provider Company and Client Company acknowledge that the regulatory commission of the appropriate jurisdiction has the right to review the amount of compensation to be paid by Client Company hereunder.

ARTICLE III - TERM

This Agreement shall become effective as of the date first written above, subject only to the receipt of any required regulatory approvals from any State regulatory commission with jurisdiction over Client Company and shall continue in force until terminated by Provider Company or Client Company, upon not less than 90 days prior written notice to the other Party. This Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Agreement may conflict with the EAct 2005 or with

any rule, regulation or order of the FERC or any State regulatory commission with jurisdiction over Client Company adopted before or after the date of this Agreement.

ARTICLE IV - MISCELLANEOUS

Section 4.1 Accounting.- All accounts and records of Provider Company shall be kept in accordance with applicable rules and regulations promulgated by the FERC, in particular, the Uniform System of Accounts for Centralized Service Companies in effect as of or after the date hereof.

Section 4.2 Access to accounts and records.- Provider Company shall permit Client Company access to its accounts and records including the basis and computation of assignments and allocations.

Section 4.3 Confidentiality.- All the information received by each Party from the other under this Agreement and provided in connection with the services, shall be confidential in nature and may not be used for purposes other than those contemplated in this Agreement, unless otherwise agreed upon by the Parties.

The Parties undertake, in relation to the above information, to safeguard it diligently and not to disclose it to any third party without the consent of the other Party, other than to consultants, contractors, advisors or other service providers (“**Advisors**”) in conjunction with the provision or performance of the services. In any such case, the Party disclosing the information to such Advisors shall ensure that such Advisors assume the confidentiality undertaking provided for herein.

Notwithstanding anything to the contrary in this Agreement, the Parties may use and disclose such information when required to do so in litigation, administrative, regulatory or other legal proceedings or as otherwise required by applicable law or to the extent required to do so by a governmental authority with jurisdiction over the disclosing Party; provided that the disclosing Party must first provide notice to the other Party and afford the non-disclosing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of such information.

In connection therewith, when, as a result of the performance of the services, Provider Company gains access to commercially sensitive information from Client Company, Provider Company, in accordance with applicable law, shall adopt the necessary measures to maintain the confidentiality of such information.

The provisions of this clause shall apply while the Agreement remains in force and for a period of two years after its termination, other than when the confidential information becomes publically known for reasons other than a breach by a Party of its obligations hereunder.

Section 4.4 Transparency.- Provider Company and Client Company shall inform the regulators of the transactions performed among them under this Agreement, if requested and/or required by applicable law.

Section 4.5 Notices.- All notifications among the Parties in connection with this Agreement shall be made in writing and delivered by hand with written acknowledgement of receipt by the other Party or by fax, post or e-mail, as well as any other means, provided that a record is at all times made of receipt by the addressee.

Section 4.6 Severability.- Should any court or competent authority declare null and void any of the provisions of this Agreement, the whole document shall remain in force, other than such null and void provision(s).

Section 4.7 Modification.- The terms of this Agreement may only be amended by written agreement between the Parties. Provider Company and Client Company may amend this Agreement from time to time.

Section 4.8 Assignment.- All of the rights under this Agreement are exclusive to the Parties and may not be assigned without the prior written consent of the Parties.

Section 4.9 Taxes.- Each Party shall, at its own expenses, pay all applicable taxes, based on applicable law. Each Party also shall provide to the other, in a timely manner, any documents and information that may be requested that may assist in the preparation of any tax filing or planning.

Section 4.10 Dispute Resolution.- In the event that any conflict or dispute arises among any of the Parties in connection with this Agreement, the Parties shall enter into negotiations in order to try to resolve it by mutual agreement within 30 days, or any other period as may be agreed between the Parties.

Section 4.11 Applicable law.- This Agreement shall be governed by the laws of the State of New York.

Section 4.12 Ethics.- Each Party shall conduct itself in accordance with the highest ethical standards and principles.

Section 4.13 Entire Agreement.- This Agreement includes all of the agreements, terms, and conditions agreed on by the Parties regarding its subject matter, and supersedes any other prior agreement or conversation between the Parties in relation to such subject matter.

This Agreement may be executed (such execution to be evidenced by either signature or electronic consent consistent with federal and state law on electronic signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

[PROVIDER COMPANY]

By: _____

Name:

Title:

By: _____

Name:

Title:

NECEC TRANSMISSION LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX A

Description of Services to be Provided by Provider Company and Determination of Charges for Such Services to the Client Companies

This document sets forth the description of services that can be provided by Avangrid Group affiliate companies (“Provider Company”) and the methodologies used to determine the cost, assignment, and allocation of services provided and to assign or allocate such costs to Avangrid Group affiliate companies (“Client Company”) within the Avangrid Group.

Description of Services

A description of each of the services performed by Provider Company, which may be modified from time to time, is presented below.

1. Accounting Services such as establishing accounting policies, the maintenance of books and records, corporate financial consolidation, preparation of financial reports, annual capital and operating plan preparation (on a per company and corporate basis), fixed asset accounting, and compliance with applicable laws and regulations.
2. Audit Services include the management of an entity-wide framework of corporate controls.
3. Corporate Planning Services include the preparation of corporate plans, budgets and financial forecasts, monitoring trends and evaluating business opportunities.
4. Executive Services include general and administrative management and strategic planning.
5. Finance and Treasury Services include the coordination of activities relating to securities issuances, monitoring capital markets, cash management, bank reconciliation and administering insurance programs, and tax services for the coordination of income, property and revenue tax compliance and tax accounting.
6. Governmental Affairs Services include monitoring, reviewing and researching legislation and lobbying government officials.
7. Accounts Payable Services include the accurate and timely payment of invoices and employee expense reports, allocation of expenses to the proper general ledger accounts, production of annual reports to the IRS, maintenance of vendor information and source documents, processing checks and wire transfers, and performing bank reconciliations.

8. Human Resources Services include the establishment and administration of employee policies, the supervision of compliance with legal requirements in the areas of employment, compensation, benefits and employee health, welfare, and safety and contract negotiation and relations management with labor unions; and employee performance management program. May also maintain the employee master files relating to each employee as well as manage recruiting, training, and promotions.
9. Corporate Security Services include the establishment of a security program and entity-wide governance framework to manage, oversee and assist the organization in meeting its corporate, legal, and regulatory responsibilities with regard to the protection of cyber, physical and information assets.
10. Payroll Services include the supervision and coordination of the calculations, records and control requirements necessary to generate payment of employee salaries and wages and to maintain relevant employee information.
11. Records Retention Services include coordinating and maintaining a program for ensuring safe on- and off-site records retention in accordance with applicable regulations.
12. Regulatory Management Services include coordination of the Client Companies' rates and regulatory economics departments including rate-related compliance matters.
13. Legal Services include the coordination and direction of law and regulatory departments, legal support for all of the Client Companies, including managing litigation, contract review and negotiations and participating in state and federal regulatory proceedings.
14. Other Corporate Support Services may include corporate communications services, transportation, logistical and administrative support.
15. Transmission and Supply Services include activities related to the coordination and direction of electric and/or gas transmission, storage, and supply functions.
16. Distribution Services include activities related to the coordination and direction of electric and/or gas distribution functions.
17. Information Technology Services include centralized information technology services for the Client Companies such as Data Center Operations, IS Networking and Telecommunications systems operations and maintenance, software applications development and maintenance, technology development, end user support, and printing and mailing of utility customer bills.

18. Supply Chain Services include centralized purchasing services such as procurement of materials and supplies, fleet services, contract administration and materials management for the Client Companies.
19. Customer Services include call center operations including responding to Client Companies' customer calls, customer billing, accounts receivable, credit and collections services, customer satisfaction monitoring and management of low income programs.
20. Engineering Services include centralized customary engineering services including design engineering, general engineering, construction engineering and GIS technology development, meter services and testing and operations.
21. Commodity Planning Service includes coordination and direction of gas or electric supply planning and procurement at utility or non-utility companies.

Provider Company accounting, billing and cost allocation methods utilize the “Uniform System of Accounts for Mutual Service Companies and Subsidiary Service Companies” and are structured so as to comply with the FERC standards for service companies in registered holding-company systems.

Cost Assignment

Provider Company maintains an accounting system that enables costs to be identified by Internal Order (I/O) number. These I/O numbers will indicate whether the cost is a direct charge or the result of an allocated charge. The primary inputs to the accounting system are time reports, accounts payable invoices and journal entries. Charges for labor are calculated using the employees' hourly rate. All Provider Company employees will maintain a record of their time. Employees will utilize separate I/O to record their activities, including the services provided directly to Client Companies. All employees will charge their time on a daily basis using designated increments. The time sheets will be reviewed and approved by department supervisors. The wages of those employees, such as administrative assistants and secretaries, who generally assist employees who provide services directly to system companies, will be allocated based on the allocation of the wages of the employees they assist. Time records will be maintained for three years. Indirect attributable costs are charged to the services performed in proportion to the directly assigned costs or other appropriate cost allocations.

Costs will be accumulated by I/O number and assigned as follows:

1. Costs accumulated in an I/O number for services specifically performed for a single Client Company will be directly assigned or billed to that Client Company.

2. Costs accumulated in an I/O number for services specifically performed for two or more Client Companies will be distributed among those Client Companies using methods determined on a case-by-case basis consistent with the nature of the work performed and on one of the allocation methods described below.
3. Costs accumulated in an I/O number for services of a general nature, which are applicable to all Client Companies, will be allocated among all Client Companies, including the holding company, and billed to them using the global allocation factor.

Cost Allocation

Provider Company uses cost allocation methods designed to fully distribute costs. Provider Company's cost allocation methodology is comprised of the following three steps:

1. To "direct charge" all labor, materials and other expenses to Client Companies whenever feasible.
2. To allocate directly attributable costs to Client Companies based upon a measurable cost causing relationship, i.e., payroll department costs are allocated on the number of employees for each Client Company.
3. To allocate indirectly attributable costs that are common to all Client Companies, including the holding company, using the global allocation factor taking into consideration the relative size of each Client Company with regards to gross revenues, gross payroll expense and plant.

Costs that can be directly attributed to direct charges are allocated in proportion to the direct charges or other appropriate cost allocations. For example, direct labor charged to prepare testimony for a specific utility not only includes the direct payroll charge (the hourly rate times the hours reported) but also includes the cost of that individual's proportional payroll overhead cost, and such other overheads as common asset usage, occupancy charges and management overhead charges (commonly referred in aggregate as an Administrative and General Overhead).

General and administrative costs that are not associated with a specific, identifiable, causal relationship are pooled and allocated to all system companies, including the holding company.

Allocation Methods

Allocations related to Direct Labor Charges

The following allocations will be applied to the Direct Labor Charges:

Payroll Overhead Charge will be calculated to recover costs associated with labor, such as pension, benefits, lost time and payroll taxes. The payroll overhead costs will be charged to

Client Companies based on direct labor charges. The rate is computed by dividing the annual payroll overhead expenses by the annual base labor dollars.

Other Allocations applied to Direct Labor Charges will consist of the following:

1. Common Asset Usage Overhead:

The Common Asset Usage Overhead allocates the cost of furniture and desktop equipment (including PC's) used by Provider Company. The rate is calculated by dividing the economic carrying costs of the assets by the total actual labor dollars of employees using those assets. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

2. Occupancy Overhead:

The Occupancy Overhead allocates costs related to the workspace occupied by Provider Company employees. The rate is calculated by dividing the economic carrying costs for the buildings by the total actual labor dollars of employees working in those buildings. This overhead is directly applied to all Provider Company labor charged or allocated to Client Companies.

3. Management Overhead:

This overhead represents the management cost of a function within Provider Company. It is based on the ratio of Provider Company supervisory wages to all other wages. This fixed rate is applied to all direct labor charged to Client Companies.

An Alternative Allocation Applied to Direct Labor Charges or Other Direct Charges

An alternative allocation applied to direct labor charges or other direct charges is commonly referred to as an Administrative and General Support Adder. This overhead is a general overhead used in place of other specific administrative and general support overheads and is added to total costs of client services. The purpose is to recover indirect administrative and general expenses incurred and not otherwise charged directly to Client Companies for certain activities. The adder also includes expenses associated with office facilities, including furniture and office equipment, used in performing these administrative functions.

Allocations related to Distributed Services

The following ratios will be used to allocate costs for services not directly assigned but pooled and allocated based on a causal measurement:

Number of Employees Ratio - Based on the number of employees benefiting from the performance of a service. This ratio will be determined annually based on actual count of

applicable employees at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Accounts Payable Ratio - Based on the number of invoices processed for each of the specific Client Companies. This ratio is determined annually based on the actual count of invoices at the end of the previous calendar year and may be adjusted periodically due to a significant change.

Number of Customers Ratio - Based on the number of customers at each Client Company benefiting from the performance of a service. This ratio will be determined annually based on the average annual customer count and may be adjusted periodically due to a significant change.

Global Allocation Factor - This formula will be determined annually based on the average of gross plant (original plant in service), gross payroll charges (salaries and wages, including overtime, shift premium and lost time, but excluding pension, payroll taxes and other employee benefits) and gross revenues during the previous calendar year and may be adjusted for any known and reasonable quantifiable events or at such time as may be required due to significant changes. This formula is commonly referred to as the Massachusetts Formula.

Regulated Global - 5 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global allocation factor above, but it is limited to data of the following six utility subsidiaries: NYSEG, CMP, MNG, MEPCO and RGE.

Regulated Global - 3 Allocation Factor - This formula is derived through utilization of the same data as the Regulated Global - 5 allocation factor above, but it is limited to data of the following three utility subsidiaries: NYSEG, CMP, and RGE.

Commodity Energy Supply Transaction System Allocation Factor - This formula is used to allocate the cost of management of the Energy Supply Transaction System to all Client Companies that benefit from this system. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Global Allocation Factor - This formula is used to allocate the cost of commodity planning, procurement, and sale when the service is applicable to or benefits all Client Companies, regardless of whether they are a gas, electric, or combined company. The formula is derived through utilization of the gas and/or electric supply costs of the Client Companies and reflects the proportion of such costs occurring between these entities.

Commodity - Regulated Gas Allocation Factor - This formula is used to allocate costs for gas commodity planning, procurement and sale for regulated gas utility Client Companies. The formula is derived through utilization of the gas supply costs of the regulated gas utility affiliates and reflects the proportion of such costs occurring between these entities.

Electric Allocation Factor - This formula is used to allocate costs for the coordination and direction of electric transmission issues for the benefit of regulated electric utility Client Companies and departments. The formula is derived through utilization of the same data as the global allocation noted above, but it is limited to data of electric operating companies or departments.

Ceiling Amount: 500,000,000

Expiration Date: March 31, 2023

LOAN AGREEMENT

LOAN AGREEMENT, dated as of [*] (the “**Agreement**”) between Avangrid, Inc., a New York corporation (“**Avangrid**”) and NECEC Transmission LLC, a Delaware limited liability company (the “**Company**”).

WITNESSETH:

WHEREAS, the Company is an indirect wholly-owned subsidiary of Avangrid and Avangrid desires to fund the working capital needs of the Company;

WHEREAS, Avangrid desires to extend to the Company this credit facility pursuant to which Avangrid may, in its sole discretion, upon the Company’s request from time to time, make loans to the Company up to a maximum aggregate principal amount of \$500,000,000 at any one time outstanding, which the Company may request to borrow in full or in part, repay in full or in part, and request to re-borrow, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Avangrid agrees, under the terms of this Agreement, to make available to the Company such funds as it may desire to lend at any time or from time to time from the date hereof to and including March 31, 2023 (the “**Expiration Date**”) or earlier termination pursuant to Section 4 below. However, the aggregate principal amount that the Company may borrow hereunder (as an open account advance or interest-bearing loan) shall not at any one time exceed \$500,000,000. During the term of this Agreement, the Company may borrow, prepay and re-borrow hereunder the maximum aggregate principal amount of all such loans by Avangrid at any one time outstanding under this Agreement. This Agreement does not restrict the Company from borrowing monies independently of this Agreement.

2. Each borrowing of funds hereunder (an “**Advance**”) shall be made at Avangrid’s offices at One City Center 5th Floor, Portland, Maine, 04101 on at least three (3) business days’ notice of any requested Advance by the Company (which notice shall specify the date and amount of such Advance) or as agreed upon by both parties. All Advances shall be evidenced by a promissory note of the Company in substantially the form of Exhibit A attached hereto, dated the date hereof (the “**Note**”).

3. The Company shall pay interest on such Advance monthly, in arrears, at a variable rate, at the then current 1-month Libor rate (or in the even that Libor ceases to be the benchmark for variable rate loans, the successor thereto) plus 150 basis points. If interest payments are required, Avangrid shall provide the Company with the monthly interest rate within five (5) days of the end of each month during which interest-bearing Advances were outstanding and the monthly interest charge to the Company for all such Advances. All payments under the Note shall be applied first to accrued interest on outstanding Advances, then to outstanding principal, until paid in full. All interest hereunder shall be computed on the

basis of the actual number of days elapsed over a 360-day year. If any payment is not received within fifteen (15) days of when due, then Avangrid may require the Company to pay a late fee of (6%) of the amount of such delinquent payment. The Company shall have the right to prepay the Note without premium or penalty, at any time in whole or from time to time in part, as long as Avangrid bears no premium or penalty on the prepayment of any obligation entered into in connection with the funding of any Advance, on at least three (3) business days prior notice to Avangrid, confirmed in writing, and upon payment of the interest then accrued on the principal sum prepaid.

4. Avangrid shall have the right to demand payment of the principal amount of, and all accrued interest on any or all Advances under the Note, and any other sums sufficient to repay borrowing costs incurred by Avangrid, upon three (3) days prior written notice to the Company. Notwithstanding the foregoing, the outstanding principal balance of each Advance shall be payable on the Expiration Date.

5. The obligation of Avangrid to make any loan hereunder is subject to the condition precedent that it shall have received certified copies of all corporate action taken by the Company to authorize the execution and delivery of this Agreement and the Note and the receipt of Advances hereunder and such other documents as Avangrid may reasonably request.

6. The Company represents, covenants and warrants that:

(a) Corporate Existence and Power

The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to transact business in all places where such qualification is necessary, and the Company has the corporate power to execute, deliver and perform this Agreement and the Note and to receive Advances hereunder.

(b) Corporate Authority

The making and performance by the Company of this Agreement and the Note to be executed and delivered by it as contemplated by this Agreement, have been duly authorized by all necessary corporate action and do not and will not violate any provision of law or regulation, or any decree, order, writ, judgment, or any provision of its charter or bylaws, or result in the breach of or constitute a default under any indenture or other agreement or instrument to which it is a party.

7. If the Company shall fail to make any payment of principal or interest under the Note when due, then Avangrid may declare the principal of and all interest accrued on the Note to be forthwith due and payable, whereupon, the same shall become forthwith due and payable. In addition, the Company shall pay any costs incurred by Avangrid as a result of the Company's failure to make any payment when due.

8. This Agreement may be terminated by either party upon sixty (60) days prior written notice. In the event of such termination, all existing Advances under the Note shall continue until their maturity, subject to Avangrid's right, under Section 4 to demand payment of the principal amount of, and

all accrued interest on any or all Advances under the Note, and any other sums sufficient to repay borrowing costs incurred by Avangrid.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and performed in such State, without giving effect to the principles of conflicts of Law thereof.

10. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument and the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AVANGRID, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

NECEC TRANSMISSION LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A
PROMISSORY NOTE

Amount: \$500,000,000

Date: [*]

For value received, the undersigned hereby promises to pay to Avangrid, Inc. (“**Avangrid**”), or to order, at Avangrid’ offices at One City Center 5th Floor, Portland, Maine, 04101, in lawful money of the United States, the unpaid balance of each amount of principal advanced against this Note (an “**Advance**”), and, if required, to pay interest on each Advance at the rate and on the terms determined in accordance with the Loan Agreement between Avangrid and the undersigned of even date herewith (the “**Loan Agreement**”), in like money at said office; provided that all principal, interest or other sums due hereunder shall be paid to Avangrid on March 31, 2023, the final maturity of this Note. This Note may be prepaid, in whole at any time or in part from time to time as provided in the Loan Agreement. The unpaid principal balance of this Note at any time shall be the total of all amounts lent or advanced against this Note less the amount of all payments or prepayments made on this Note by or for the account of the undersigned. All payments or prepayments made hereon shall be endorsed by the holder hereof on the Schedule of Advances or otherwise recorded in the holder’s records; provided that any failure to make notation of (a) any Advance shall not cancel, limit or otherwise affect the undersigned’s obligations or any holder’s rights with respect to that Advance; or (b) any payment or prepayment of principal shall not cancel, limit or otherwise affect the undersigned’s entitlement to credit for the payment as of the date received by the holder. This Note is subject to all restrictions and entitled to all benefits contained in such Loan Agreement.

NECEC TRANSMISSION LLC

By: _____
Name:
Title:

By: _____
Name:
Title: