Service Agreement No. 2528 EXECUTION VERSION

COST REIMBURSEMENT AGREEMENT

This COST REIMBURSEMENT AGREEMENT (the “Agreement”), is made and

entered into as of February 21st, 2020 (the “Effective Date”), by and between LAKE PLACID VILLAGE, INC., a municipal corporation with offices located at 2693 Main Street, Lake Placid, New York (“Customer”) and NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID, a corporation organized and existing under the laws of the State of New York, having an office and place of business at 300 Erie Boulevard West, Syracuse, New York 13202 (the “Company”). Customer and Company may be referred to hereunder, individually, as a “Party” or, collectively, as the “Parties”.

WITNESSETH

WHEREAS, Customer is planning a westward expansion of its existing Lake Placid Municipal Substation Number 1 (“Lake Placid Substation”) located in the Village of Lake Placid, New York (the “Customer Expansion Project”); and

WHEREAS, Customer has requested that Company perform certain work, as more specifically described below, to accommodate the Customer Expansion Project, including, without limitation, reconfiguration of the portion of the Company’s 115kV Lake Colby - Lake Placid #3 transmission line located at Lake Placid Substation, and modification of Company’s transmission structure #1.5 at Lake Placid Substation to a dead end structure; and

WHEREAS, Company is willing to perform the Company Work as contemplated in this
Agreement, subject to (i) reimbursement by Customer of all Company costs and expenses incurred
in connection therewith, (ii) Customer’s acquisition and delivery of certain real property interests
as contemplated in this Agreement, (iii) Customer’s performance of all other duties,

responsibilities, and obligations set forth in this Agreement, including, without limitation, the Customer Required Actions (as defined below); and (iv) receipt of any and all “Required Approvals”, as set forth in Section 18.1, in a form acceptable to Company;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1.0 Certain Definitions

Wherever used in this Agreement with initial capitalization, whether in the singular or the plural, these terms shall have the following meanings:

“Affiliate” means any person or entity controlling, controlled by, or under common control with, any other person or entity; “control” of a person or entity shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person or entity.

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“Agreement” means this Cost Reimbursement Agreement, including all annexes, appendices, attachments, schedules, and exhibits and any subsequent written amendments or modifications thereto, as may be mutually agreed to and executed by the Parties.

“Applicable Requirements” shall mean all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits, licenses, authorizations, approvals and other duly authorized actions of any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction, NYISO, NYSRC and NPCC requirements, and any applicable reliability standards.

“Balance Amount” shall have the meaning set forth in Section 8.1 of this Agreement.
“Breaching Party” shall have the meaning set forth in Section 21.1 of this Agreement.
“CEII” shall have the meaning set forth in Section 25.4 of this Agreement.
“CIP” shall have the meaning set forth in Section 25.4 of this Agreement.
“Company” shall have the meaning set forth in the preamble to this Agreement.

“Company Reimbursable Costs” means the actual costs and expenses incurred by Company
and/or its Affiliates in connection with performance of the Company Work or otherwise
incurred by Company and/or its Affiliates in connection with the Customer Expansion Project
or this Agreement, and including, without limitation, any such costs that may have been
incurred by Company and/or its Affiliates prior to the Effective Date. These Company
Reimbursable Costs shall include, without limitation, the actual expenses for labor (including,
without limitation, internal labor), services, materials, subcontracts, equipment or other
expenses incurred in the execution of the Company Work or otherwise in connection with the
Customer Expansion Project, all applicable overhead, overtime costs, all federal, state and
local taxes incurred (including, without limitation, all taxes arising from amounts paid to
Company that are deemed to be contributions in aid of construction), all costs of outside
experts, consultants, counsel and contractors, all other third-party fees and costs, and all costs
of obtaining any required permits, rights, consents, releases, approvals, or authorizations
acquired by or on behalf of Company, including, without limitation, the Required Approvals.

“Company Work” means all duties, responsibilities, and obligations to be performed by Company as contemplated by Section 3.1 of this Agreement.

“Customer” shall have the meaning set forth in the preamble to this Agreement.

“Customer Expansion Project” shall have the meaning set forth the preamble to this Agreement.

“Customer Grants of Easement” shall have the meaning set forth in Exhibit C to this Agreement.

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“Customer Required Actions” means all duties, responsibilities, and obligations to be performed by Customer as contemplated by Section 3.3 of this Agreement.

“Damages” shall have the meaning set forth in Section 12.1 of this Agreement.

“Day” means a calendar day, provided, that, if an obligation under this Agreement falls due on
a Saturday, Sunday or legal holiday, the obligation shall be due the next business day worked.

“Defect Notice” shall have the meaning specified in Section 3.2 of this Agreement.

“Detailed Project Plan” shall have the meaning set forth in Exhibit A to this Agreement. “Disclosing Party” shall mean the Party disclosing Proprietary Information.
“Dollars” and “$” mean United States of America dollars.

“Effective Date” shall have the meaning specified in the preamble of this Agreement.

“Environment” shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, and ambient air.

“Environmental Due Diligence Procedure” is set forth in Schedule II to this Agreement.

“Environmental Law” shall mean any environmental or health-and-safety-related law, regulation, rule, ordinance, or by-law at the federal, state, or local level, whether existing as of the Effective Date, previously enforced or subsequently enacted, or any judicial or administrative interpretation thereof.

“ESB(s)” shall have the meaning set forth in Exhibit A to this Agreement.

“Existing Facilities” means that portion of the existing Company 115kV Lake Colby - Lake Placid #3 transmission line located at the Lake Placid Substation and related facilities.

“Existing Facilities Approvals” shall have the meaning set forth in Exhibit A to this Agreement.

“Facilities Approvals” shall mean the New Facilities Approvals and the Existing Facilities Approvals.

“FERC” shall mean the Federal Energy Regulatory Commission.

“FERC Approval Date” shall mean the date as of which FERC grants approval of this Agreement without condition or modification.

“Force Majeure Event” shall have the meaning set forth in Section 23.1 of this Agreement.

“Good Utility Practice” means any of the practices, methods, and acts engaged in or approved
by a significant portion of the electric utility industry during the relevant time period, or any

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of the practices, methods, and acts which, in the exercise of reasonable judgment in light of
the facts known at the time the decision was made, could have been expected to accomplish
the desired result at a reasonable cost consistent with good business practices, reliability,
safety, and expedition. Good Utility Practice is not intended to be limited to the optimum
practice, method, or act, to the exclusion of all others, but rather to refer to acceptable practices,
methods, or acts generally accepted in the region in which the Site is located during the relevant
time period. Good Utility Practice shall include, but not be limited to, NERC, NPCC NYISO
and NYSRC criteria, rules, guidelines, and standards, where applicable, and as they may be
amended from time to time, including the rules, guidelines, and criteria of any successor
organization to the foregoing entities.

“Hazardous Substances” means any pollutant, contaminant, toxic substance, hazardous material, hazardous waste, or hazardous substance, or any oil, petroleum, or petroleum product, as defined in or pursuant to the Federal Clean Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq., or any other Environmental Law.

“Indemnified Party” and “Indemnified Parties” shall have the meanings set forth in Section

12.1 of this Agreement.

“Initial Prepayment” shall have the meaning set forth in Section 7.2 of this Agreement. “IRS” shall mean the US Internal Revenue Service.

“Lake Colby #3 Transmission Line” shall mean the 10.48 mile line originating at the Lake Colby Substation in the town of St. Armond and terminating at the Lake Placid Municipal Substation in the town of North Elba, NY

“Land Use Approvals” shall have the meaning set forth in Exhibit C to this Agreement.

“National Grid Reconfiguration” shall have the meaning set forth in Exhibit A to this Agreement.

“NERC” shall mean the North American Electric Reliability Corporation or any successor organization.

“New Facilities” means the new or modified Company personal property assets and related facilities to be constructed and/or modified and placed in service by Company as contemplated by the National Grid Reconfiguration and/or the Detailed Project Plan referred to in Exhibit A to this Agreement.

“New Facilities Approvals” shall have the meaning set forth in Exhibit A to this Agreement.

“New Facilities Property Rights” shall have the meaning set forth in Exhibit C of this Agreement.

“Non-Breaching Party” shall have the meaning set forth in Section 21.1 of this Agreement.

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“Non-Disclosure Term” shall have the meaning set forth in Section 25.3.4 of this Agreement.

“NPCC” shall mean the Northeast Power Coordinating Council, Inc. (a reliability council under Section 202 of the Federal Power Act) or any successor organization.

“NYISO” shall mean the New York Independent System Operator, Inc. or any successor organization thereto

“NYPSC” shall mean the New York Public Service Commission.

“NYS DOT” shall mean the New York Department of Transportation.

“NYSRC” shall mean the New York State Reliability Council or any successor organization
thereto.

“Party” and “Parties” shall have the meanings set forth in the preamble to this Agreement.

“Preliminary Milestone Schedule” shall have the meaning set forth in Section 5.2 of this Agreement.

“Project Manager” means the respective representatives of each of the Customer and Company appointed pursuant to Section 10.1 of this Agreement.

“Proprietary Information” means (i) all financial, technical and other non-public or proprietary
information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or
its Affiliates’ agents, servants, contractors, representatives, or employees) to the Receiving
Party or its Representative(s) in connection with this Agreement and that is described or
identified (at the time of disclosure) as being non-public, confidential or proprietary, or the
non-public or proprietary nature of which is apparent from the context of the disclosure or the
contents or nature of the information disclosed, (ii) any market sensitive information

(including, without limitation, outages scheduled on generators or transmission lines of Company or any third party), (iii) all CEII and CIP and (iv) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from any information described in subparts (i) through (iii) preceding.

“Real Property Standards” are set forth in Schedule I to this Agreement.

“Receiving Party” shall mean the Party receiving Proprietary Information.

“Refund Amount” shall have the meaning set forth in Section 8.1 of this Agreement.

“Release” shall mean any releasing, spilling, leaking, contaminating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Substances into the Environment.

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“Representatives” shall, for the purposes of Article 25 of this Agreement, mean the Affiliates of a Party and such Party’s and its Affiliates’ officers, directors, employees, contractors, counsel and representatives.

“Requesting Party” shall have the meaning set forth in the Real Property Standards.

“Required Approvals” shall have the meaning set forth in Section 18.1 of this Agreement. “Resources” shall have the meaning set forth in Section 23.1 of this Agreement.
“Site” shall mean the Lake Placid Substation.

“Threat of Release” shall mean a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that may result from such Release.

“Total Payments Made” shall have the meaning set forth in Section 8.1 of this Agreement.

“Work” shall mean the Customer Required Actions and/or the Company Work, as applicable.

2.0 Term

2.1 This Agreement shall become effective as of the Effective Date and shall remain in

full force and effect until performance has been completed hereunder, or until
terminated in accordance with the terms of this Agreement, whichever occurs first,
provided, however, that this Agreement shall not expire or terminate until all
amounts due and owing hereunder have been paid in full as contemplated by this
Agreement.

3.0 Scope of Work

3.1 The Company’s scope of work is set forth in Exhibit A of this Agreement, attached

hereto and incorporated herein by reference (the “Company Work”).

3.2 The Company shall use commercially reasonable efforts to perform the Company

Work in accordance with Good Utility Practice. Prior to the expiration of one (1)
year following completion of the Company Work, Customer shall have the right to
notify the Company in writing of the need for correction of defective Company
Work that does not meet the standard of this Section 3.2 (each, a “Defect Notice”).
If the Company Work is defective within the meaning of the prior sentence, then,
following its receipt of a timely Defect Notice with respect thereto, the Company
shall promptly correct, repair or replace such defective Company Work, as
appropriate, provided, that, Company shall not have any obligation to correct, repair
or replace such defective Company Work unless the defect in the Company Work
has (or is reasonably likely to have) a material adverse impact on the Customer
Expansion Project as contemplated by the Parties as of the Effective Date. The
remedy set forth in this Section is the sole and exclusive remedy granted or
available to Customer for any failure of Company to meet the performance
standards or requirements set forth in this Agreement.

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3.3 Subject to the terms of this Agreement, Customer shall perform the actions and

comply with the requirements described in Exhibit C attached to this Agreement

(the “Customer Required Actions”). All of the Customer Required Actions shall be

performed at Customer’s sole cost and expense.

3.4 Each Party shall reasonably cooperate and coordinate with the other Party, and with

such other Party’s contractors, subcontractors and representatives, as needed to

facilitate the Wor

4.0 Changes in the Work

4.1 Subject to Section 4.2, below, (a) any Customer requests for material additions,

modifications, or changes to the Work shall be communicated in writing by the
Party making the request, and (b) if the Parties mutually agree to such addition,
modification, or change to the applicable Work, such agreement shall be set forth
in a written document signed by both Parties specifying such addition, modification
or change. Any additional costs arising from such addition, modification or change
to the Work shall be paid by Customer as part of Company Reimbursable Costs.

4.2 The foregoing notwithstanding, the Company is not required to notify Customer of,

or to obtain the consent or agreement of the Customer for, any change to the
Company Work if such change (a) will not materially interfere with Customer’s
ability to implement the Customer Expansion Project as contemplated by the Parties
as of the Effective Date, or (b) is made in order to comply with any Applicable
Requirement(s), Good Utility Practice, the Company’s applicable standards,
specifications, requirements and practices, or to enable Company’s utility facilities
to continue, commence or recommence commercial operations in accordance with
all applicable legal and regulatory requirements and all applicable codes and
standards. The Preliminary Milestone Schedule shall be adjusted accordingly and
any additional costs arising from such change shall be paid by the Customer as part
of Company Reimbursable Costs.

5.0 Performance and Preliminary Milestone Schedule; Conditions to Proceed

5.1 If Company Work is performed outside of normal working hours, Customer shall

be responsible for paying all actual costs incurred in connection therewith,
including, without limitation, applicable overtime costs, as part of Company
Reimbursable Costs. For the avoidance of doubt: in no event shall the Company
be obligated or required to perform Company Work outside of normal working
hours if the Company determines, in its sole discretion, that such performance
would be unreasonable, unsafe or otherwise not in compliance with Good Utility
Practice.

5.2 The preliminary project milestone schedule for the Company Work and the

Customer Required Actions is set forth in Exhibit B, attached hereto and
incorporated herein by reference (“Preliminary Milestone Schedule”). The

Preliminary Milestone Schedule is a projection only and is subject to change with

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or without a written adjustment to such Schedule. Neither Party shall be liable for
failure to meet the Preliminary Milestone Schedule, any milestone, or any other
projected or preliminary schedule in connection with this Agreement or the
Company Work.

5.3 Commencement of Company Work. Company will proceed with the Company

Work promptly following the later of (i) the FERC Approval Date, or (ii)

Company’s receipt of the Initial Prepayment.

5.4 [Reserved]

5.5 [Reserved]

5.6 Construction Commencement. Anything in this Agreement to the contrary

notwithstanding, Company shall not be obligated to proceed with any construction in connection with the Company Work unless and until all of the following conditions have been satisfied:

(i) Customer has delivered, or arranged to deliver, and Company has

received, all real property rights necessary for Company to complete the Company Work, including, without limitation, the New Facilities Property Rights,

(ii) all Required Approvals for the Company Work (including, without

limitation, the New Facilities Approvals, the Existing Facilities
Approvals and the Land Use Approvals) have been received, are in
form and substance satisfactory to the Parties, have become final
and non-appealable and commencement of such construction is
permitted under the terms and conditions of such Required
Approvals,

(iii) all outages necessary to commence and complete such Company

Work have been approved and can be taken, and

(iv) all Company Reimbursable Costs invoiced to date have been paid in

full to Company.

5.7 Decommissioning Commencement. Company shall not be obligated to proceed

with de-energizing, decommissioning or removing the Existing Facilities unless

and until all of the following conditions have been satisfied:

(i) the New Facilities have been completed, energized and placed in

commercial operation by the Company,

(ii) all Required Approvals for the Work (including, without limitation,

the New Facilities Approvals, the Existing Facilities Approvals and
the Land Use Approvals) have been received, are in form and
substance satisfactory to the Parties and have become final and non-
appealable,

(iii) all outages necessary to commence and complete such Company

Work have been approved and can be taken, and

(iv) all Company Reimbursable Costs invoiced to date have been paid in

full to Company.

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6.0 [Reserved]

7.0 Customer Obligation to Pay Company Reimbursable Costs; Invoicing; Taxes

7.1 Customer shall pay or reimburse Company for all Company Reimbursable Costs

actually incurred by Company and/or its Affiliates. Any estimates provided under
or in connection with this Agreement or the Company Work (including, without
limitation, the Initial Prepayment) shall not limit Customer’s obligation to pay
Company for all Company Reimbursable Costs actually incurred by Company
and/or its Affiliates.

7.2 Once the FERC Approval Date has occurred, Customer shall provide Company

with a prepayment of $125,000 (“Initial Prepayment”), such amount representing Company’s current estimate of the Company Reimbursable Costs to perform the Company Work. The Company shall invoice Customer for the Initial Prepayment; Customer shall pay such amount to Company within five (5) Days of the invoice due date. Unless it elects to do so in its sole discretion, Company shall not be obligated to commence any Company Work under this Agreement prior to Company’s receipt of the Initial Prepayment.

7.3 [Reserved]

7.4 Company may invoice Customer, from time to time, for unpaid Company

Reimbursable Costs incurred and/or may elect, in its sole discretion, to continue
performance hereunder after the depletion of any prepayments and invoice
Customer at a later date. Except as otherwise expressly provided for in this
Agreement, all invoices shall be due and payable thirty (30) Days from date of
invoice. If any payment due to Company under this Agreement is not made when
due, Customer shall pay Company interest on the unpaid amount in accordance
with Section 9.1 of this Agreement. In addition to any other rights and remedies
available to Company, if any payment due from Customer under this Agreement is
not received within five (5) Days after the applicable invoice due date, Company
may suspend any or all Work pending receipt of all amounts due from Customer;
any such suspension shall be without recourse or liability to Company.

7.5 If Customer claims exemption from sales tax, Customer agrees to provide Company

with an appropriate, current and valid tax exemption certificate, in form and substance satisfactory to the Company, relieving the Company from any obligation to collect sales taxes from Customer ("Sales Tax Exemption Certificate"). During the term of this Agreement, Customer shall promptly provide the Company with any modifications, revisions or updates to the Sales Tax Exemption Certificate or to Customer's exemption status. If Customer fails to provide an acceptable Sales Tax Exemption Certificate for a particular transaction, the Company shall add the sales tax to the applicable invoice to be paid by Customer.

7.6 [Reserved]

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7.7 Company’s invoices to Customer for all sums owed under this Agreement shall be

sent to the individual and address specified below, or to such other individual and

address as Customer may designate, from time to time, by written notice to the

Company:

Name: Village Treasurer

Address: 2693 Main St, Lake Placid, NY 12946

7.8 All payments made under this Agreement shall be made in immediately available

funds.

Unless otherwise directed by the Company, payments to the Company shall be made by wire transfer to:

Wire Payment: JP Morgan Chase ABA#. 021000021

Account#. 777149642

8.0 Final Payment

8.1 Within one hundred and eighty (180) Days following the earlier of (i) the

completion of the Company Work, and (ii) the effective early termination or
cancellation date of this Agreement in accordance with any of the provisions hereof,
the Company shall perform an overall reconciliation of the total of all Company
Reimbursable Costs to the invoiced costs previously paid to Company by Customer
under this Agreement (“Total Payments Made”). If the total of all Company
Reimbursable Costs is greater than the Total Payments Made, the Company shall
provide a final invoice to Customer for the balance due to the Company under this
Agreement (the “Balance Amount”). If the Total Payments Made is greater than
the total of all Company Reimbursable Costs, Company shall reimburse the
difference to Customer (“Refund Amount”). The Refund Amount or Balance
Amount, as applicable, shall be due and payable upon final reconciliation but no
later than sixty (60) Days after such reconciliation. Any portion of the Balance
Amount or Refund Amount, as applicable, remaining unpaid after that time shall
be subject to interest as calculated pursuant to Section 9.1 of this Agreement.

9.0 Interest on Overdue Amounts

9.1 If any payment due under this Agreement is not made when due, the Party obligated

to make such payment shall pay to the other Party interest on the unpaid amount
calculated in accordance with Section 35.19a of the FERC’s regulations (18 C.F.R.

35.19a) from and including the due date until payment is made in full.

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10.0 Project Managers; Meetings

10.1 Promptly following the Effective Date, each Party shall designate a Project

Manager responsible for coordinating the Party’s Work and shall provide the other
Party with a written notice containing the name and contact information of such
Project Manager (“Project Manager”). In no event shall any Project Manager be
authorized to amend or modify the provisions of this Agreement. Each Party may
change its Project Manager, from time to time, by written notice to the other Party.

10.2 Each Party’s Project Manager shall attend meetings at times and places mutually
 agreed to by the Parties.

11.0 Disclaimer of Warranties, Representations and Guarantees

11.1 CUSTOMER ACKNOWLEDGES THAT THE COMPANY IS NOT IN THE

BUSINESS OF PERFORMING DESIGN, ENGINEERING OR
CONSTRUCTION SERVICES FOR PROFIT AND IS NOT RECEIVING ANY
FEE OR PROFIT (AS CONTRASTED WITH COST REIMBURSEMENT) FOR
ITS PERFORMANCE UNDER OR IN CONNECTION WITH THIS
AGREEMENT. THE EXCLUSIVE REMEDY GRANTED TO CUSTOMER
FOR ANY ALLEGED FAILURE OF COMPANY TO MEET THE
PERFORMANCE STANDARDS OR REQUIREMENTS CONTAINED IN THIS
AGREEMENT IS AS SET FORTH IN SECTION 3.2. COMPANY MAKES NO
WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION
WITH THIS AGREEMENT, THE EXISTING FACILITIES, THE NEW
FACILITIES, THE CUSTOMER EXPANSION PROJECT, OR ANY COMPANY
WORK, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR
IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED
WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A
PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY
EXCLUDED AND DISCLAIMED.

11.2 Notwithstanding any other provision of this Agreement, this Article shall survive

the termination, cancellation, completion or expiration of this Agreement.

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12.0 Liability and Indemnification

12.1 To the fullest extent permitted by applicable law (including, without limitation, the
 applicable provisions of any governing federal or state tariff), Customer shall
 indemnify and hold harmless, and at Company’s option, defend Company, its
 parents and Affiliates and their respective officers, directors, members, managers,
 partners, employees, servants, agents, contractors and representatives (each,

individually, an “Indemnified Party” and, collectively, the “Indemnified Parties”),
from and against any and all liabilities, damages, losses, costs, expenses (including,
without limitation, any and all reasonable attorneys' fees and disbursements),
causes of action, suits, liens, claims, damages, penalties, obligations, demands or
judgments of any nature, including, without limitation, for death, personal injury
and property damage, for economic damage, and for claims brought by third parties
for personal injury, property damage or other damages, incurred by any
Indemnified Party to the extent arising out of or in connection with this Agreement,
the Customer Expansion Project, or any Work (collectively, “Damages”), except to
the extent such Damages are directly caused by the negligence, intentional
misconduct or unlawful act of the Indemnified Party as determined by a court of
competent final jurisdiction.

12.2 Without limiting the foregoing, Customer shall defend, indemnify and save

harmless Company, its parents and Affiliates and their respective officers,
directors, members, managers, partners, employees servants, agents, contractors,
and representatives, from and against any and all liabilities, losses, costs, counsel
fees, expenses, damages, judgments, decrees and appeals resulting from (i) any
charge or encumbrance in the nature of a laborer’s, mechanic’s or materialman’s
lien asserted by any of Customer’s contractors, subcontractors or suppliers in
connection with any Work or the Customer Expansion Project, or (ii) any claim of
trespass, or other third party cause of action arising from or are related to reliance
upon or use of the New Facilities Property Rights by the Company or any other
Indemnified Parties for the purposes contemplated herein.

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12.3 Without limiting the foregoing, Customer shall protect, indemnify and hold
 harmless the Company and its Affiliates from and against the cost consequences of
 any tax liability imposed against or on Company and/or its Affiliates (including,
 without limitation, the costs consequences of any tax liabilities resulting from a
 change in applicable law or from an audit determination by the IRS) as the result
 of or attributable to payments, and/or real or personal property transfers, made in
 connection with this Agreement, as well as any related interest and penalties, other
 than interest and penalties attributable to any delay directly caused by Company or
 the applicable Company Affiliate. To the fullest extent permitted by applicable law,
 the Company’s total cumulative liability for all claims of any kind, whether based
 upon contract, tort (including negligence and strict liability), or otherwise, for any
 loss, injury, or damage connected with, or resulting from, this Agreement, the
 Customer Expansion Project or the Work, shall not exceed the aggregate amount
 of all payments made to Company by Customer as Company Reimbursable Costs
 under this Agreement.

12.4 Subject to the obligations set forth in Sections 12.1 through 12.3, neither Party shall
 be liable to the other Party for consequential, indirect, special, incidental, multiple,
 or punitive damages (including, without limitation, attorneys’ fees or litigation
 costs) in connection with or related to this Agreement, including, without
 limitation, damage claims based on causes of action for breach of contract, tort
 (including negligence), or any other theory of recovery, whether or not (i) such
 damages were reasonably foreseeable or (ii) the Parties were advised or aware that
 such damages might be incurred.

12.5 Subject to the obligations set forth in Sections 12.1 through 12.3, neither Party shall

be liable to the other Party for claims or damages in connection with or related to this Agreement for lost profits, delays, loss of use, business interruption, or claims of customers, whether such claims are categorized as direct or consequential damages, or whatever the theory of recovery, and whether or not (i) such damages were reasonably foreseeable or (ii) the Parties were advised or aware that such damages might be incurred.

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12.6 Anything in this Agreement to the contrary notwithstanding, neither Party shall be

responsible for any failure or inability to perform hereunder to the extent such failure or inability is caused by the acts or omissions of the other Party (including any contractor of such Party or any person or entity for whom such Party is legally responsible) or of any third party (other than a subcontractor of the Party that is unable or failing to perform hereunder).

For the avoidance of doubt: Company shall have no responsibility or liability under
this Agreement for any delay in performance or nonperformance to the extent such
delay in performance or nonperformance is caused by or as a result of (a) the
inability or failure of Customer or its contractors to cooperate or to perform any
tasks or responsibilities contemplated to be performed or undertaken by Customer
under this Agreement (including, without limitation, the Customer Required

Actions), (b) any unforeseen conditions or occurrences beyond the reasonable control of Company (including, without limitation, conditions of or at the site(s) where Work is or will be performed, delays in shipments of materials and equipment and the unavailability of materials), (c) the inability or failure of Customer and Company to reach agreement on any matter requiring their mutual agreement under the terms of this Agreement, (d) any valid order or ruling by any governmental agency or authority having jurisdiction over the subject matter of this Agreement, or (e) suspension of Work during peak demand periods or such other times as may be reasonably required to minimize or avoid risks to utility system reliability in accordance with Good Utility Practice.

12.7 Anything in this Agreement to the contrary notwithstanding, if any Party’s liability

in connection with this Agreement is limited or capped pursuant to any applicable law, statute, rule or regulation, then the other Party hereto shall be entitled to elect an identical liability limitation and/or cap as if such law, statute, rule or regulation were applicable to such Party. The obligations under this Article shall not be limited in any way by any limitation on Customer’s insurance.

12.8 Notwithstanding any other provision of this Agreement, this Article shall survive

the termination, cancellation, completion or expiration of this Agreement.

13.0 Insurance; Employee and Contractor Claims

13.1 Prior to the commencement of any Company Work and during the term of the

Agreement, the Company, at its own cost and expense, shall procure and maintain insurance in form and amounts set forth in Exhibit D of this Agreement, or the Company may elect to self-insure one or more of the insurance coverage amounts set forth in Exhibit D of this Agreement.

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13.2 Prior to the commencement of any Work and during the term of the Agreement, the

Customer, at its own cost and expense, shall procure and maintain insurance in form and amounts set forth in Exhibit D of this Agreement, or Customer may elect to self-insure one or more of such coverage amounts to the extent authorized or licensed to do so under the applicable laws of the State of New York, provided, that, the Customer provides written notice of any such election to the Company prior to the commencement of any Work under this Agreement.

13.3 Unless the Customer elects to self-insure in accordance with Section 13.2 hereof,

the Customer shall have its insurer furnish to the Company certificates of insurance,
on forms approved by the Insurance Commissioner of the State of New York,
evidencing the insurance coverage required by this Article, such certificates to be
provided prior to the commencement of any Work under this Agreement.

13.4 Each Party shall be separately responsible for insuring its own property and
 operations.

13.5 Anything in this Agreement to the contrary notwithstanding, each Party shall be

solely responsible for the claims of its respective employees and contractors against
such Party and shall release, defend, and indemnify the other Party, its Affiliates,
and their respective officers, directors, employees, and representatives, from and
against such claims. Notwithstanding any other provision of this Agreement, this
Section shall survive the termination, cancellation, completion or expiration of this
Agreement.

14.0 Assignment and Subcontracting

14.1 The Company may assign this Agreement, or any part thereof, to any of its

Affiliates provided such assignee Affiliate agrees in writing to be bound by the
terms and conditions of this Agreement. Each Party has the right to subcontract
some or all of the work to be performed by such Party under the terms of this
Agreement. Each Party may also use the services of its Affiliates in connection
with its performance under this Agreement. Customer agrees that the costs and
expenses of such Affiliates or contractors charged to or incurred by Company shall
be paid by Customer as part of the Company Reimbursable Costs.

15.0 Independent Contractor; No Partnership; No Agency; No Utility Services

15.1 Company and Customer shall be independent contractors. This Agreement shall

not be interpreted or construed to create an association, joint venture, agency
relationship, or partnership between the Parties or to impose any partnership
obligation or partnership liability upon any Party. No Party shall have any right,
power or authority to enter into any agreement or undertaking for, or act on behalf
of, or to act as or be an agent or representative of, or to otherwise bind, the other
Party. This Agreement is not an agreement to provide or take utility services of
any kind, including, without limitation, interconnection or other electric
transmission services.

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16.0 [Reserved]

17.0 Safety

17.1 Each Party shall be solely responsible for the safety and supervision of its own

employees, representatives and contractors involved with its Work or any other
activities contemplated by this Agreement. In connection with the performance
contemplated by this Agreement, each Party shall, and shall require its
representatives, contractors, and employees to, comply with all applicable Federal,
state and local health and safety requirements, rules, regulations, laws and
ordinances, including without limitation, the safety regulations adopted under the
Occupational Safety and Health Act of 1970 (“OSHA”), as amended from time to
time. While performing the Company Work, Company shall at all times abide by
Company’s safety standards and policies and Company’s switching and tagging
rules. During the term of this Agreement, the Party owning or controlling the
applicable property or facilities shall have the authority to suspend the other Party’s
access, work or operations in and around such property or facilities in connection
with any performance under this Agreement if, in its sole judgment, at any time
hazardous conditions arise or any unsafe practices are being followed by the other
Party’s employees, agents, representatives or contractors in connection with any
such performance.

18.0 Required Approvals

18.1 Subject to Section 23.3 of this Agreement, the obligations of each Party to perform

its respective Work under this Agreement are expressly contingent upon (i) each
Party receiving all licenses, permits, permissions, certificates, approvals,
authorizations, consents, franchises and releases (including, without limitation and
as applicable, the Existing Facilities Approvals, New Facilities Approvals and Land
Use Approvals) from any local, state, or federal regulatory agency or other
governmental agency or authority (which shall include the FERC and may also
include, without limitation and as applicable, the NYPSC) and from any other third
party that may be required for such Party in connection with the performance of
such Party’s obligations under or in connection with this Agreement (the “Required
Approvals”), (ii) each Required Approval being granted without the imposition of
any modification or condition of the terms of this Agreement or the subject
transactions, unless such modification(s) or condition(s) are agreed to by both
Parties in their respective sole discretion, and (iii) all applicable appeal periods with
respect to the Required Approvals having expired without any appeal having been
made or, if such an appeal has been made, a full, final and non-appealable
determination having been made regarding same by a court or other administrative
body of competent jurisdiction, which determination disposes of or otherwise
resolves such appeal (or appeals) to the satisfaction of both Parties in their
respective sole discretion.

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18.2 Subject to Section 23.3 of this Agreement, if any application or request is made in

connection with seeking any Required Approval and is denied, or is granted in a
form, or subject to conditions, that either Party rejects, in its sole discretion, as
unacceptable, this Agreement shall terminate as of the date that a Party notifies the
other Party of such denial or rejection, in which event the obligations of the Parties
under this Agreement shall cease as of such date and this Agreement shall
terminate, subject to Customer’s obligation to pay Company in accordance with the
terms of this Agreement (including, without limitation, Sections 21.3 and 21.4
hereof) for all Company Reimbursable Costs. For the avoidance of doubt: all of
the Company’s actual costs in connection with seeking any Required Approvals
shall also be included within the meaning of the term Company Reimbursable Costs
and shall be paid for by Customer.

19.0 Environmental Protection; Hazardous Substances or Conditions

19.1 The Company shall in no event be liable to Customer, its Affiliates or contractors,

their respective officers, directors, employees, agents, servants, or representatives,
or any third party with respect to, or in connection with, the presence of any
Hazardous Substances which may be present at or on the Site or any Customer or
third party owned, occupied, used, or operated property or facility (including,
without limitation, easements, rights-of-way, or other third-party property) or
which the Company, its Affiliates or contractors, their respective officers, directors,
employees, agents, servants, or representatives may discover, release, or generate
at or on such properties or facilities through no negligent or unlawful act of the
Company, and Company hereby disclaims any and all such liability to the fullest
extent allowed by applicable law.

Customer agrees to hold harmless, defend, and indemnify the Company, its
Affiliates and contractors, and their respective directors, members, managers,
partners, officers, agents, servants, employees and representatives from and against
any and all claims and/or liability in connection with, relating to, or arising out of

(i) the presence, discovery, release, threat of release or generation of Hazardous
Substances at or on the Site or any Customer- or third party- owned, occupied, used,
or operated property or facility (including, without limitation, easements, rights-of-
way, or other third-party property), or (ii) the breach of any Federal, state, or local
laws, rules, regulations, codes, or ordinances relating to the environment
(including, without limitation, the Comprehensive Environmental Response,
Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., the
Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.)
in connection with this Agreement, the Company Work or the Customer Expansion
Project, except to the extent such presence, discovery, release, threat of release,
generation or breach is or are directly and solely caused by the negligent or
unlawful act of the Company or of any person or entity for whom the Company is
legally responsible. The obligations under this Section shall not be limited in any
way by any limitation on Customer’s insurance or by any limitation of liability or
disclaimer provisions contained in this Agreement. The provisions of this Section
shall survive the expiration, completion, cancellation or earlier termination of this
Agreement.

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19.2 Customer shall promptly inform the Company, in writing, of any Hazardous

Substances, or unsafe, dangerous, or potentially dangerous, conditions or
structures, whether above-ground or underground, that are present on, under, over,
or in the Site or any Customer- owned, occupied, used, controlled, managed or
operated facilities or property (including, without limitation, easements, rights-of-
way, or other third-party property) to be used or accessed in connection with the
Company Work or this Agreement. Prior to Company’s commencement of the
Company Work, Customer shall be obligated to use its best efforts (including,
without limitation, the use of DIGSAFE or other similar services) to adequately
investigate the presence and nature of any such Hazardous Substances, or unsafe,
dangerous, or potentially dangerous, conditions or structures, and to promptly,
fully, and in writing, communicate the results thereof to the Company. Customer’s
provision to the Company of the information contemplated in this Section shall in
no event give rise to any liability or obligation on the part of the Company, nor shall
Customer’s obligations under this Agreement, or under law, be decreased or
diminished thereby.

20.0 [Reserved]

21.0 Right to Terminate Agreement

21.1 If either Party (the “Breaching Party”) (a) fails to pay any amount when due under

the terms of this Agreement or fails to comply with or perform, in any material
respect, any of the other terms or conditions of this Agreement; (b) sells or transfers
all or substantially all of its assets; (c) enters into any voluntary or involuntary
bankruptcy proceeding or receivership; or (d) makes a general assignment for the
benefit of its creditors, then the other Party (the “Non-Breaching Party”) shall have
the right, without prejudice to any other right or remedy and after giving five (5)
Days’ written prior notice to the Breaching Party and a reasonable opportunity for
cure (not to exceed thirty (30) Days in the case of a failure to pay amounts when
due), to terminate this Agreement, subject to Sections 21.3 and 21.4 of this
Agreement. Subject to compliance with Section 22.1 of this Agreement, if
applicable, the Non-Breaching Party shall also have the right to pursue any and all
rights it may have against the Breaching Party under applicable law, subject to other
applicable terms and conditions of this Agreement (including, without limitation,
any applicable limitations on liability contained herein).

21.2 Subject to Sections 21.3 and 21.4 of this Agreement, this Agreement may also be

terminated upon prior written notice (i) by Company in the event that Company
Work under this Agreement is suspended or delayed for a period exceeding sixty

(60) consecutive days as the result of any continuing dispute between the Parties,
or (ii) under the circumstances contemplated by, and in accordance with, Section

18.2 of this Agreement.

21.3 In the event of any early termination or cancellation of the Company Work or this

Agreement as contemplated by any provision of this Agreement, each Party shall

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discontinue its performance hereunder to the extent feasible and make every
reasonable effort to procure cancellation of existing commitments, orders and
contracts relating to its Work upon terms that are reasonably expected to minimize
all associated costs, provided, however, that nothing herein will restrict Company’s
ability to complete aspects of the Company Work that Company must reasonably
complete in order to return its facilities and its property to a configuration in
compliance with Good Utility Practice and all Applicable Requirements and to
enable such facilities to continue, commence or recommence commercial
operations.

21.4 In the event of any early termination or cancellation of the Company Work or this

Agreement as contemplated by any provision of this Agreement, Customer shall also pay Company for:

(i) all Company Reimbursable Costs for Company Work performed on or before the effective date of termination or cancellation;

(ii) all other Company Reimbursable Costs incurred by Company and/or its
Affiliates in connection with the Company Work prior to the effective date of
termination or cancellation, including, without limitation, for materials,
equipment, tools, construction equipment and machinery, engineering and
other items, materials, assets or services which cannot reasonably be avoided,
mitigated or cancelled;

(iii) all Company Reimbursable Costs incurred to unwind Company Work
that was performed prior to the effective date of termination or cancellation to
the extent reasonably necessary to return Company’s facilities to a
configuration in compliance with Good Utility Practice and all Applicable
Requirements;

(iv) all Company Reimbursable Costs arising from cancellation costs relating to orders or contracts entered into in connection with the Company Work prior to the effective date of termination or cancellation; and

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(v) all Company Reimbursable Costs arising from demobilization expenses incurred by Company and/or its Affiliates which cannot be reasonably avoided or mitigated.

22.0 Dispute Resolution

22.1 Any dispute arising under this Agreement shall be the subject of good-faith
 negotiations between the Parties. Following the occurrence of a dispute, each Party
 shall designate one or more representatives with the authority to negotiate the
 particular matter in dispute for the purpose of participating in such negotiations.
 Unless a Party identifies exigent circumstances reasonably requiring expedited
 resolution of the dispute by a court or agency with jurisdiction over the dispute, any
 dispute that is not resolved through good-faith negotiations after a negotiation
 period of not less than thirty (30) Days may be submitted by either Party for
 resolution to a court or to an agency with jurisdiction over the dispute.
 Notwithstanding the foregoing, any dispute arising under this Agreement may be
 submitted to non-binding arbitration or any other form of alternative dispute
 resolution upon the written agreement of both Parties to participate in such an
 alternative dispute resolution process.

23.0 Force Majeure

23.1 A “Force Majeure Event” shall include fire, flood, windstorm, adverse weather

conditions, emergencies, explosion, terrorism, riot, war, sabotage, acts of God,
strikes or labor slow-downs, court injunction or order, federal and/or state law or
regulation, delays by governmental authorities in approving regulatory, license
and/or permit requests necessary in connection with the Company Work or the
Customer Required Actions, order by any federal or state regulatory agency, or
other causes, conditions or circumstances beyond the affected Party’s reasonable
control. Without limiting the foregoing, a “Force Majeure Event” shall also include
unavailability of personnel, equipment, supplies, or other resources (“Resources”)
due to diversion of such Resources for other utility-related duties in connection with
an emergency or other similar contingency, including, without limitation, storms or
other adverse weather conditions.

If a Force Majeure Event should occur and impair the ability of either or both
Parties to perform its, or their, respective, obligations hereunder, then, to the extent
affected by such Force Majeure Event, the performance of this Agreement, with the
exception of payment obligations, shall be suspended for the duration of such Force
Majeure Event. At the conclusion of a Force Majeure Event, the price and time for
performance under this Agreement shall be adjusted as reasonably necessary to
overcome the effect of the delay occasioned by such Force Majeure Event. The
foregoing notwithstanding and with the exception of payment obligations, if, as the
direct or indirect result of any Force Majeure Event, the Parties’ continued
performance hereunder becomes irreparably impaired or prevented, the Parties may
mutually agree to terminate this Agreement; provided, however, that,
notwithstanding any such termination, Customer shall pay the Company all of the
Company Reimbursable Costs in accordance with Sections 21.3 and 21.4 of this
Agreement.

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23.2 Within thirty (30) Days after the cessation of any delay occasioned by a Force

Majeure Event, the affected Party shall give written notice to the other Party specifying the estimated impact of the delay.

23.3 For the avoidance of doubt: to the extent any Party has a payment obligation

pursuant to the terms of this Agreement, such payment obligation shall not be subject to or conditioned upon such Party receiving funding or reimbursement from any third party (and any failure to secure such funding or reimbursement shall not constitute a Force Majeure Event), nor shall any such obligation be conditioned upon the other Party executing any certificates or other instruments not expressly and specifically required by the terms of this Agreement.

24.0 Compliance with Law

24.1 Each Party shall comply, at all times, with all Applicable Requirements in

connection with this Agreement and performance of its Work hereunder. Such
compliance shall include, among other things, compliance with all applicable wage
and hour laws and regulations and all other laws and regulations dealing with or
relating to the employment of persons, and the payment of contributions, premiums,
and taxes required by such laws and regulations. For the avoidance of doubt:
neither Party shall be required to undertake or complete any action or performance
under this Agreement that is inconsistent with such Party’s standard safety
practices, its material and equipment specifications, its design criteria and
construction procedures, its labor agreements, Good Utility Practice and/or any
Applicable Requirement(s).

25.0 Proprietary and Confidential Information

25.1 Each Party acknowledges that, in the course of the performance of this Agreement,

it may have access to Proprietary Information of the other Party.

25.2 GENERAL RESTRICTIONS. Upon receiving Proprietary Information, the Receiving
 Party) and its Representative shall keep in strict confidence and not disclose to any
 person (with the exception of the Representatives of the Receiving Party, to the
 extent each such Representative has a need to know in connection herewith) any of
 the Disclosing Party’s Proprietary Information except as otherwise provided by the
 terms and conditions of this Agreement. The Receiving Party and its
 Representatives shall not use such Proprietary Information except for the purposes
 identified herein without the prior written approval of the Disclosing Party. The
 Receiving Party shall be solely liable for any breach of this Article to the extent
 caused by its Representatives. Customer agrees that any Proprietary Information
 will be used solely for the Customer Expansion Project and will not be used, either
 directly or indirectly, for the Customer's financial gain and/or commercial
 advantage or in violation of any applicable laws, rules or regulations.

25.3 EXCEPTIONS. Subject to Section 25.4 hereof, the Receiving Party shall not be
 precluded from, nor liable for, disclosure or use of Proprietary Information that:

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25.3.1 is in or enters the public domain, other than by a breach of this

Article; or

25.3.2 is known to the Receiving Party or its Representatives at the time

of first disclosure hereunder, or thereafter becomes known to the Receiving Party or its Representatives subsequent to such disclosure without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or

25.3.3 is developed by the Receiving Party or its Representatives

independently of any disclosure under this Agreement, as evidenced by written records; or

25.3.4 is disclosed more than three (3) years after first receipt of the

disclosed Proprietary Information, or three (3) years after the

termination or expiration of this Agreement, whichever occurs later (the “Non-Disclosure Term”); or

25.3.5 is disclosed following receipt of the Disclosing Party’s written

consent to the disclosure of such Proprietary Information; or

25.3.6 is necessary to be disclosed, in the reasonable belief of the

Receiving Party or its Representatives, for public safety reasons, provided, that, Receiving Party has attempted to provide as much advance notice of the disclosure to the Disclosing Party as is practicable under the circumstances.

Anything in this Article or the Agreement to the contrary notwithstanding, the
Receiving Party or its Representative(s) may disclose Proprietary Information of
the other Party to the extent the Receiving Party or its Representative(s) is required
to do so by law, by a court, or by other governmental or regulatory authorities;
provided, however, that, if permitted to do so by applicable law, the Receiving Party
shall give the Disclosing Party written notice of any such required disclosure prior
to such disclosure being made so that the Disclosing Party may seek a protective
order with respect to such Proprietary Information. Receiving Party will reasonably
cooperate with the Disclosing Party’s efforts to obtain such protective order.

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25.4 Each Party acknowledges that information and/or data disclosed under this

Agreement may include information or data that the Disclosing Party deems or
determines to be “Critical Energy / Electrical Infrastructure Information” consistent
with applicable FERC rules and policies (“CEII”) and critical infrastructure

protection information consistent with applicable NERC standards and procedures
(“CIP”). Receiving Party shall, and shall cause its Representatives to, strictly
comply with any and all laws, rules and regulations (including, without limitation,
FERC and NERC regulations, rules, orders, standards, procedures and policies)
applicable to any such CEII and/or CIP disclosed by or on behalf of Disclosing
Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’
facilities.

Neither the Receiving Party nor its Representatives shall divulge any such CEII or
CIP to any person or entity, directly or indirectly, unless permitted to do so by law
and unless the Receiving Party has first obtained, in each case, the express specific
written consent of the Disclosing Party and any affected Affiliate of the Disclosing
Party. In any event, to the extent that the Receiving Party or any of its
Representatives seeks or is ordered to submit any such CEII or CIP to FERC, a state
regulatory agency, court or other governmental body, the Receiving Party shall, in
addition to obtaining the Disclosing Party’s and its Affiliate’s prior written consent
(as applicable), seek a protective order or other procedural protections to ensure
that such information is accorded CEII or CIP status, as applicable, and is otherwise
treated as confidential.

In the case of any Proprietary Information that is CEII or CIP, Receiving Party’s
obligations and duties under this Article shall survive until (i) the expiration of the
Non-Disclosure Term, (ii) the date on which such CEII or CIP, as applicable, is no
longer required to be kept confidential under applicable law, or (iii) the date as of
which the Disclosing Party provides written notice to the Receiving Party that such
CEII or CIP, as applicable, is no longer required to be kept confidential, whichever
is later. With respect to CEII and CIP, in the event of any conflict or inconsistency
between this Section and any other term or provision of this Agreement, this
Section shall govern in connection with such CEII and CIP, as applicable.

25.5 Notwithstanding any provision of this Agreement to the contrary, all assets,

equipment and facilities procured or constructed by or on behalf of Company, and all plans, designs, specifications, drawings and other materials and documents created or prepared by or for Company, in connection with the Work, and all title, copyright, intellectual property and other rights therein, shall be and remain the sole property of Company.

25.6 This Article shall survive any termination, expiration, completion or cancellation

of this Agreement.

26.0 Effect of Applicable Requirements; Governing Law

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26.1 If and to the extent a Party is required to take, or is prevented or limited in taking,

any action or performance with respect to this Agreement by any Applicable Requirement(s), such Party shall not be deemed to be in breach of this Agreement as a result of such compliance with the Applicable Requirement(s).

26.2 This Agreement is made and shall be interpreted, construed, governed, and

enforced in accordance with the laws of the State of New York, without reference to such State’s conflict-of-laws doctrine, and applicable Federal law. The Company and Customer agree to submit to the personal jurisdiction of the courts in the State of New York, or the Federal District courts in such State, as permitted by law, with respect to any matter or dispute arising out of this Agreement.

27.0 Miscellaneous

27.1 NOTICES; FORM AND ADDRESS. All notices, invoices and other communications

from either Party to the other hereunder shall be in writing and shall be deemed
received (i) upon actual receipt when personally delivered (provided, that, if the
date of receipt is not a Day, then the date of receipt shall deemed to be the
immediately succeeding Day), (ii) upon acknowledgment of receipt if sent by
facsimile (provided, that, if the date of acknowledgement is not a Day, then the date
of receipt shall deemed to be the immediately succeeding Day), (iii) upon the
expiration of the third (3rd) Day after being deposited in the United States mails,
postage prepaid, certified or registered mail, or (iv) upon the expiration of one (1)
Day after being deposited during the regular business hours for next-day delivery
and prepaid for overnight delivery with a national overnight courier, addressed to
the other Party at the following address:

To Customer: Lake Placid Village, Inc.

Attn: Kimball F. Daby 2693 Main Street

Lake Placid, NY 12946
Phone: (518) 637-3132
Facsimile: (518) 523-9910

With a copy to:

Lake Placid Village, Inc. Attn: Mayor Craig Randall 2693 Main Street

Lake Placid, NY 12946
Phone: (518)523-2584
Facsimile: (518) 523-1321

To Company: Kevin Reardon

Director, Commercial Services

40 Sylvan Road

Waltham, MA 02451

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(781) 907-2411

Either Party may change its address by giving the other Party notice thereof in conformity with this Section. Any payments made under this Agreement, if made by mail, shall be deemed to have been made on the date of receipt thereof.

27.2 EXERCISE OF RIGHT. No failure or delay on the part of either Party in exercising

any right, power, or privilege hereunder, and no course of dealing between the Parties, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

27.3 HEADINGS; CONSTRUCTION. The descriptive headings of the several Articles,

sections, and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Such headings shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof. Each Party and its counsel have participated fully in the review and preparation of this Agreement; this Agreement shall be considered to have been drafted by both Parties. Any rule of construction to the effect that ambiguities or inconsistencies are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either Party.

27.4 INCORPORATION OF SCHEDULES AND EXHIBITS. The schedules, attachments and

exhibits referenced in and attached to this Agreement shall be deemed an integral
part hereof to the same extent as if written in whole herein. In the event that any
inconsistency or conflict exists between the provisions of this Agreement and any
schedules, attachments or exhibits attached hereto, the provisions of this Agreement
shall supersede the provisions of any such schedules, attachments or exhibits.

27.5 PRIOR AGREEMENTS; MODIFICATIONS. This Agreement and the schedules,

attachments and exhibits attached hereto constitute the entire agreement between
the Parties with respect to the subject matter hereof, and supersede all previous
understandings, commitments, or representations concerning such subject matter.
Each Party acknowledges that the other Party has not made any representations
other than those that are expressly contained herein, if any. This Agreement may
not be amended or modified in any way, and none of its provisions may be waived,
except by a writing signed by an authorized representative of the Party against
whom the amendment, modification, or waiver is sought to be enforced. The
Project Managers shall not be authorized representatives within the meaning of this
Section.

27.6 SEVERABILITY. Whenever possible, each provision of this Agreement shall be

interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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27.7 NOUNS AND PRONOUNS. Whenever the context may require, any pronouns used in

this Agreement shall include the corresponding masculine, feminine, or neuter
forms, and the singular forms of nouns and pronouns shall include the plural, and
vice versa.

27.8 NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended to confer
 on any person, other than the Parties, any rights or remedies under or by reason of
 this Agreement.

27.9 VALIDITY. Each Party hereby represents that the provisions of this Agreement

constitute valid and legally binding obligations of such Party and are enforceable in accordance with their terms.

27.10 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each
 of which shall be considered an original. The exchange of copies of this Agreement
 and of signature pages by facsimile or other electronic transmission (including,
 without limitation, by e-mailed PDF) shall constitute effective execution and
 delivery of this Agreement as to the Parties and may be used in lieu of the original
 Agreement for all purposes. Signatures of the Parties transmitted by facsimile or
 other electronic means (including, without limitation, by e-mailed PDF) shall be
 deemed to be their original signatures for all purposes.

[Signatures are on following page.]

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IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized representative as of the Effective Date.

LAKE PLACID VILLAGE, INC.

NIAGARA MOHAWK POWER CORPORATION

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LIST OF ATTACHMENTS, SCHEDULES AND EXHIBITS

Exhibit A
Exhibit B
Exhibit C

Exhibit C-1 Exhibit D

Schedule I
Schedule II

Scope of Company Work
Preliminary Milestone Schedule Customer Required Actions

Form of Grant of Easement(s) Insurance Requirements

Real Property Standards
Environmental Due Diligence Procedure

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Exhibit A: Scope of Company Work

The Company Work shall consist of the following:

1. Perform the following reconfiguration of the Company’s facilities at Customer’s Lake

Placid Substation (the “National Grid Reconfiguration”) to accommodate the Customer Expansion Project:

• Modify: Structure #1.5 to a dead-end structure

• Install:

o (6) Guy and Anchor assembly

o (3) 10-disc Insulator Assembly

• Transferred from Structure #1 to Lake Placid Substation Receiving Structure

o 336 4 kcmil 18/1 Merlin Conductor 245 circuit feet

o 3/8” 7 Strand H.S. Steel Shield Wire 245 linear feet

• Remove:

o (1) Wood Structure #1

o (3) Guy and Anchor assembly

o (3) 8-disc Insulator assembly.

2. Company shall revise, test and return to service the Lake Colby #3 Transmission Line

protective relays.

3. Company shall review for acceptance Customer’s materials and design elements,

including, but not limited to, protective relay settings, for the Customer-owned Lake Placid Substation expansion to ensure compliance with applicable Company Electric Service Bulletins (each, an “ESB” and, collectively, “ESBs”).

4. Company shall review for acceptance Customer’s testing, commissioning and energization

plans for the Customer-owned Lake Placid Substation expansion, and Customer’s
drawings for all major equipment at the reconfigured point of interconnection of the
Customer-owned Lake Placid Substation expansion, to ensure compliance with applicable
Company ESBs.

5. Company shall inspect and witness for acceptance (i) the substation receiving structure and

connection to Company’s facilities, and (ii) any other major equipment at the reconfigured point of interconnection, for the Lake Placid Substation expansion before allowing energization of the reconfigured interconnection with Company’s facilities.

6. Perform engineering work, studies and other tasks necessary to develop a detailed project

plan (the “Detailed Project Plan”) to implement the National Grid Reconfiguration.

7. With the exception of any Land Use Approvals, prepare, file for, and use reasonable efforts

to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state and federal governmental agencies (including, without limitation and as applicable, the NYPSC and FERC), NYISO and any other third parties for Company to construct, install, commission, own, use, operate, and maintain the New Facilities (the “New Facilities Approvals”).

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With the exception of any Land Use Approvals, prepare, file for, and use commercially reasonable efforts to obtain all required permits, licenses, consents, permissions, certificates, approvals, and authorizations from all local, state or federal governmental agencies (including, without limitation and as applicable, the NYPSC and FERC), NYISO and any other third parties for Company to decommission, dismantle and remove the Existing Facilities (the “Existing Facilities Approvals”).

The terms “New Facilities Approvals” and “Existing Facilities Approvals” shall not

include any Land Use Approvals; Customer shall be solely responsible for obtaining all Land Use Approvals.

8. Design, engineer, procure, and, subject to Section 5.6 of the Agreement, construct, test and
 place into service the new Company-owned and/or operated facilities, and the
 modifications to existing Company-owned and/or operated facilities, as contemplated by
 the National Grid Reconfiguration and/or in the Detailed Project Plan, including, without
 limitation, the New Facilities. Perform engineering review and field verifications as
 required on Customer’s facilities.

9. Subject to Sections 5.7 of the Agreement, decommission, dismantle and remove the
 Existing Facilities.

10. Prepare, file for, and use reasonable efforts to obtain any other Required Approvals (other
 than Land Use Approvals) that must be obtained by Company to enable it to perform the
 work contemplated by this Exhibit.

11. Inspect, review, witness, examine and test, from time to time, Company’s work
 contemplated herein and conduct other project management, administration and oversight
 activities in connection with the work contemplated by this Exhibit.

12. Review, from time to time, permitting, licensing, real property, and other materials relating
 to the work contemplated herein, including, without limitations, all documents and
 materials related to the New Facilities Property Rights and any Required Approvals.

13. Retain and use outside experts, counsel, consultants, and contractors in furtherance of the
 work contemplated herein.

14. Perform any other reasonable tasks necessary or advisable in connection with the work
 contemplated by this Exhibit (including, without limitation, any changes thereto).

The Company Work may be performed in any order as determined by the Company. Any review
inspection, witnessing, or testing by or on behalf of Company of any Customer work, facilities,
equipment, documents, plans, materials, assets or other items (i) shall not be construed as an
endorsement or confirmation of any aspect, element or condition of such work, facilities,
equipment, documents, plans, materials, assets or other items or the operation thereof, or as a
warranty or representation as to the fitness, suitability, safety, desirability, or reliability of same
and Customer shall be and remain solely responsible therefor, and (ii) shall not reduce or otherwise

affect any of Customer’s obligations under this Agreement or otherwise.

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For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Company Work, the Customer Expansion Project or this Agreement including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement nor the Company Work include securing or arranging for Customer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company; any such access rights would be the subject of separate written agreements.

NOTE: Company’s specifications for electrical requirements referenced for this Agreement include: ESB-750; ESB-751, ESB-752; ESB-755 and ESB-756, Appendix A as such may be amended, modified and superseded from time to time.

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Exhibit B: Preliminary Milestone Schedule

PRELIMINARY MILESTONE SCHEDULE

Task

1.

2.

3.

4.

5.

6.

Milestone

Execute Agreement Make Initial

Prepayment
Completion of

engineering and design and

scheduling.

Complete outage planning, and

construction planning
 Complete

construction and removal

Closeout

Estimated
Timeframe

Effective Date

Upon Effective Date

May 2020

September 2020

November 2020
 January 2021

Responsible Party

Customer/Company
 Customer

Company

Company/Customer

Company
Company

The dates above represent the Parties’ preliminary schedule, which is subject to adjustment,
alteration, and extension. The Company does not and cannot guarantee or covenant that any outage
necessary in connection with the Work will occur when scheduled, or on any other particular date
or dates, and shall have no liability arising from any change in the date or dates of such outages.
For the avoidance of doubt: potential or estimated delays in the issuance or receipt of Required
Approvals or the acquisition of New Facilities Property Rights are not included in such preliminary
schedule.

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Exhibit C: Customer Required Actions

The Customer Required Actions shall consist of the following:

1. Customer shall provide the full Lake Placid Substation expansion design stamped by a New

York State licensed Professional Engineer for Company review for acceptance.

2. Customer shall provide for acceptance drawings of all major equipment at the reconfigured

point of interconnection of the Customer-owned Lake Placid Substation expansion.

3. Customer shall submit the Lake Placid Substation expansion testing and commissioning plans

for Company review for acceptance.

4. Customer shall submit the Lake Placid Substation energization plan for Company review for

acceptance.

5. Customer shall provide 24-hour contacts for access and emergency issues concerning the

Customer-owned Lake Placid Substation.

6. In implementing the Customer Expansion Project and all work related thereto Customer and

its contractors shall comply with Good Utility Practice and with all applicable ESBs including, without limitation, ESB-751, ESB-752 and ESB-755. Customer acknowledges and agrees that Customer’s full compliance with this paragraph 6 of Exhibit C, as verified by Company as part of the Company Work, shall be a precondition to Customer’s energization of the reconfigured interconnection between the Company’s facilities and the Lake Placid Substation following completion of the Customer Expansion Project.

7. Customer shall grant to Company certain perpetual easements and rights for the construction,

installation, testing, ownership, use, operation, and maintenance of the portions of the New
Facilities to be located on, over, across, through Customer’s property, which grants of
easement shall be in substantially the same form attached hereto as Exhibit C-1 (the “Customer
Grants of Easement”). Customer shall further use reasonable efforts to acquire all other
easements, access rights, rights-of-way, fee interests, and other rights in property necessary to
accommodate Company’s construction, installation, testing, ownership, use, operation, and
maintenance of the New Facilities, as determined to Company’s satisfaction in its sole
discretion (together with the Customer Grants of Easement, collectively the “New Facilities
Property Rights”). Customer shall convey, or arrange to have conveyed, to the Company all
New Facilities Property Rights, each such conveyance to be in form and substance satisfactory
to Company in its sole discretion and without charge or cost to Company.

Customer acknowledges and agrees that the Company is required to abide by all Applicable
Requirements, including, without limitation, any and all land use, zoning, planning and other
such Requirements. To the extent necessary, Customer shall prepare, file for, and use
reasonable efforts to obtain, on the Company’s behalf, all required subdivision, zoning and
other special, conditional use or other such land use permits or other discretionary permits,
approvals, licenses, consents, permissions, certificates, variances, zoning changes,
entitlements or any other such authorizations from all local, state and federal governmental

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agencies (including, without limitation, from the NYS DOT) and any other third parties for Company to construct, install, commission, own, use, operate, and maintain the New Facilities and for Company to decommission, dismantle and remove the Existing Facilities (the “Land Use Approvals”).

8. In undertaking or performing any work required of it under the terms of this Agreement,
 including, without limitation, securing the New Facilities Property Rights and Land Use
 Approvals, Customer shall comply, at all times, with (i) the Real Property Standards, including,
 without limitation, performing all obligations of the Requesting Party as contemplated by the
 Real Property Standards, and (ii) the Environmental Due Diligence Procedure, as each may be
 updated, amended or revised from time to time. Customer shall coordinate with the
 Company’s Environmental Department; the Company’s Project Manager will provide
 Customer with the name and contact information for an appropriate Company representative
 in the Company’s Environmental Department.

9. Customer shall prepare, file for, and use commercially reasonable efforts to obtain all Required
 Approvals necessary to perform its obligations under this Agreement.

10. If and to the extent applicable or under the control of the Customer, provide complete and
 accurate information regarding the Customer Expansion Project and the site(s) where Work is
 to be performed, including, without limitation, constraints, space requirements, underground
 or hidden facilities and structures, and all applicable data, drawings and specifications.

11. Customer shall provide adequate and continuous access to the site(s) where Company Work
 is to be performed. Such access is to be provided to Company and its contractors and
 representatives for the purpose of enabling them to perform the Company Work as and when
 needed and shall include adequate and secure parking for Company and contractor vehicles,
 stores and equipment.

12. Other responsibilities and access deemed necessary by Company to facilitate performance of
 the Company Work.

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Exhibit C-1: Form of Grant of Easement

THIS INDENTURE, made this day of 20 , between Lake Placid

Village, Inc. having an address of 2693 Main Street, Lake Placid, NY (hereinafter referred to as
“Grantor”), and Niagara Mohawk Power Corporation, a New York corporation, having an address
of 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as “Grantee”),

W I T N E S S E T H:

That the Grantor owns lands situate in the Town of North Elba, County of Essex, and State of New York, which lands are more particularly described in that certain Deed recorded in the Essex County Clerk’s Office as Instrument No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and are commonly known as Tax Parcel I.D. No. 42.220-1-1.100 (the “Grantor’s Lands”).

That the Grantor, in consideration of ONE DOLLAR AND MORE ($1.00 & More) lawful money
of the United States paid by the Grantee, does hereby grant and release unto the Grantee, its
successors and assigns forever, the perpetual right, privilege and easement to construct,
reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, remove
any poles or lines of towers or poles, or both, or any combination of the same, with wires and
cables strung upon and from the same (any of which may be erected and/or constructed at the same
or different times) together with all supporting structures, cables, crossarms, overhead and
underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations,
anchors, lateral service lines, communications facilities, and any other equipment or appurtenances
(collectively, the “Facilities”), which the Grantee shall require now and from time to time and
which may be erected and/or constructed at the same or different times, for the transmission and
distribution of high and low voltage electric current and for the transmission of intelligence and
communication purposes, by any means, whether now existing or hereafter devised, for public or
private use, in, upon, over, under and across that portion of the Grantor’s Lands described below
(the “Easement Area”), and the highways abutting or running through the Grantor’s Lands, and to
renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the
location thereof within the Easement Area, and utilize the Facilities within the Easement Area for
the purpose of providing service to the Grantor or others.

The Easement Area consists of all that tract or parcel of land situate in the Town of North Elba, County of Essex, and State of New York which is more particularly described in Exhibit A attached hereto and made a part hereof.

Together with the perpetual right, privilege and easement to place, replace, renew, repair, maintain, operate and remove any supporting structures such as guys, stubs, anchors, span guys, and any other appurtenant structures within the bounds of the Easement Area which the Grantee may from time to time deem necessary.

Together with the perpetual right, privilege and easement to clear the Easement Area of
any buildings, not previously agreed to herein, improvements, obstructions and structures, and to
trim, cut and remove any and all trees and brush, either mechanically or by the use of federal and/or
state-registered herbicides, within the bounds of the Easement Area, and also any and all trees and
brush beyond the bounds of the Easement Area which, in the sole judgment of the Grantee, may

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be a source of danger to Grantee’s Facilities, all as the Grantee may from time to time deem necessary; and together with the further right of access to and from the Easement Area across the Grantor’s Lands for the purposes herein stated.

The said Grantor, as an undertaking and covenant running with the land for themselves, their heirs, representatives, successors and assigns, hereby covenant and agree with respect to the Easement Area that:

(a) No new buildings or other structures shall be erected, moved or placed upon or permitted

to be erected, moved or placed upon said Easement Area, nor shall any trees be planted thereon without the consent of Grantee. Grantee acknowledges that existing buildings, as shown on Exhibit A, are located with the Easement Area. Grantee consents to the location of the buildings as shown on Exhibit A; provided however, any additions/modifications to the outside of the existing buildings shall require Grantee’s further consent.

(b) No equipment, mechanical or otherwise, any part of which may extend within fifteen (15)

feet of the lowest electric conductor constructed, maintained and operated over said
Easement Area shall be used, operated or moved over, across and along said Easement
Area.

(c) Materials or equipment may be stored or permitted to be stored upon said Easement Area,

so long as such materials or equipment do not impede Grantee’s access to the Facilities or its ability to operate and maintain the Facilities safely.

(d) The grade of said Easement Area as same now exists shall not be disturbed nor shall any

excavating, mining or blasting be undertaken within the bounds thereof, without Grantee’s prior written consent.

(e) Grantor shall not have the right to relocate the Easement Area or amend or modify the

Easement without Grantee's written consent, and no acts shall be permitted within the Easement Area inconsistent with the rights and easements granted herein.

TO HAVE AND TO HOLD the premises and rights herein granted unto the Grantee, its successors and assigns forever.

Said Grantor further covenants with respect to the Easement Area, that:

1. Grantor is seized of said premises in fee simple and has good right to grant and convey the above-described rights, privileges and easements.

2. Said premises are free from encumbrances.

3. Grantee shall quietly enjoy said premises.

4. Grantor will execute or procure any further necessary assurance of the title to said premises.

5. Grantor will forever warrant the title to said premises.

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It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns. The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Easement is a commercial easement in gross and shall at all times be deemed to be and shall be a continuing covenant running with the Grantor’s Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Easement.

The Grantor hereby acknowledges and agrees that the persons and/or entities entitled to exercise this Easement and enter upon any use the Easement Area include the Grantee, the Grantee’s successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, representatives and invitees.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the
rights and easements aforesaid and any and all additional and/or incidental rights needed to
construct, reconstruct, install, repair, maintain, operate, use, inspect, patrol, renew, replace, add
to, and otherwise change, for the transmission and distribution of high and low voltage electric
energy and the transmission of intelligence, the Facilities over, under, through, across, within,
and upon the Easement Area, and the Grantor hereby agrees to execute, acknowledge, and
deliver to the Grantee, its successors and assigns, such further deeds or instruments as may be
necessary to secure to them the rights and easements intended to be herein granted.

This Easement shall be construed in accordance with the laws of the State of New
York. No change or modification of this Easement shall be valid unless the same is in writing
and signed by the parties hereto. No waiver of any provisions of this Easement shall be valid
unless the same is in writing and signed by the party against which it is sought to be enforced.

IN WITNESS WHEREOF, the Grantor have hereunto set their hands and seals the day and year first above written.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sign) (Sign)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name and/or Title if Corporation) (Print Name and/or Title if Corporation)

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STATE OF NEW YORK }

COUNTY OF } SS.:

On this day of , 20 , before me, the undersigned a Notary Public in and for said State,

personally appeared , personally known to me or proved to me on the basis of

satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) , and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

STATE OF NEW YORK }

COUNTY OF } SS.:

On this day of , 20 , before me, the undersigned a Notary Public in and for said State,

personally appeared , personally known to me or proved to me on the basis of

satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) , and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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Exhibit D: Insurance Requirements

• Workers Compensation and Employers Liability Insurance as required by the State of

New York. If required, coverage shall include the U.S. Longshoremen’s and Harbor Workers’ Compensation Act and the Jones Act.

• Commercial General Liability (Including Contractual Liability), covering all activities

and operations to be performed by it under this Agreement, with the following minimum

limits:

(A) Bodily Injury - $1,000,000/$1,000,000

Property Damage - $1,000,000/$1,000,000
OR

(B) Combined Single Limit - $1,000,000
 OR

(C) Bodily Injury and Property Damage per Occurrence - $1,000,000
 General Aggregate & Product Aggregate - $2,000,000 each

• Automobile Liability - covering all owned, non-owned and hired vehicles used in

connection with all operations, work or services to be performed by or on behalf of either Party under or in connection with this Agreement with minimum limits of: Combined Single Limit - $1,000,000 per occurrence.

• Umbrella or Excess Liability, coverage with a minimum limit of $ 4,000,000.

• Any combination of Commercial General Liability, Automobile Liability and Umbrella

or Excess Liability can be used to satisfy the limit requirement for these coverages.

1. Upon request, either Party shall promptly provide the requesting Party with either evidence of

insurance or certificates of insurance evidencing the insurance coverage above. Customer shall provide such certificates or evidence of insurance to Company at the following address:

To: National Grid c/o Niagara Mohawk Power Corporation

Attention: Michael Keys

Lead Account Manager
Commercial Services
300 Erie Blvd West
Syracuse, NY 13202

Company shall provide such certificates or evidence of insurance to Customer at the following
address:

To: Lake Placid Village, Inc. c/o Village Clerk

2693 Main Street

Lake Placid, NY 12946

2. Should any of the above-described policies be cancelled before the expiration date thereof, notice will
 be delivered in accordance with the policy provisions.

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3. If a party fails to secure or maintain any insurance coverage, or any insurance coverage is canceled
 before the completion of all services provided under this Agreement, and such party fails immediately
 to procure such insurance as specified herein, then the non-defaulting party has the right but not the
 obligation to procure such insurance and, at its option, either bill the cost thereof to the defaulting party
 or deduct the cost thereof from any sum due the defaulting party under this Agreement.

4. To the extent requested, each Party shall furnish to the other Party copies of any accidents report(s) sent
 to the furnishing Party’s insurance carriers covering accidents or incidents occurring in connection with
 or as a result of the performance of the Work under this Agreement.

5. Each Party shall comply with any governmental and/or site-specific insurance requirements even if not
 stated herein.

6. By the date that such coverage is required, each Party represents to the other Party that it will have full
 policy limits available and shall notify the other Party in writing when coverages required herein have
 been reduced as a result of claim payments, expenses, or both.

7. Customer shall name the Company as an additional insured for all coverages except Workers’
 Compensation and Employers Liability Insurance in order to provide the Company with protection
 from liability arising out of activities of Customer relating to the Customer Expansion Project and
 associated Work.

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Schedule I: Real Property Standards

STANDARDS AND REQUIREMENTS RELATING TO THIRD PARTY
ACQUISITION AND TRANSFER OF REAL PROPERTY INTERESTS TO
NIAGARA MOHAWK POWER CORPORATION FOR ELECTRIC
FACILITIES

Note Regarding Application/Reservation of Rights

The standards set forth herein are intended to apply generally in cases where real property
interests shall be acquired by third parties and transferred to Niagara Mohawk Power
Corporation (“NMPC”) in connection with the construction of new electric facilities,
including, without limitation, the relocation of existing NMPC electric facilities
(collectively, the “New Facilities”). NMPC advises, however, that it may impose

additional or modified requirements in its sole discretion and/or on a case-by-case basis and, therefore, reserves the right to amend, modify or supplement these standards at any time prior to transfer/acceptance. Third parties shall not deviate from these standards unless expressly authorized in writing by NMPC.

1. General Requirements

Unless otherwise expressly authorized in writing by NMPC, a third party requesting
relocation of NMPC electric facilities and/or responsible for siting and constructing the
New Facilities (the “Requesting Party”) shall acquire all rights and interests in real
property that, in the opinion of NMPC, are necessary for the construction, reconstruction,
relocation, operation, repair, maintenance, and removal of such New Facilities. Further
subject to the standards set forth herein, the Requesting Party shall obtain NMPC’s
written approval of the proposed site or sites prior to the Requesting Party’s acquisition
or obtaining site control thereof. As a general rule, the Requesting Party shall acquire a
fee-ownership interest for all parcels upon which a substation, point of interconnection
station or other station facility will be located and transferred to NMPC, and either a fee-
ownership interest or a fully-assignable/transferable easement for all parcels upon which
any other New Facilities will be located and transferred to NMPC. The Requesting Party
shall pay and be solely responsible for paying all costs and expenses incurred by the
Requesting Party and/or NMPC that relate to the acquisition of all real property interests
necessary and proper to construct, reconstruct, relocate, operate, repair, maintain and
remove, as applicable, the New Facilities. The Requesting Party shall pay and be solely
responsible for paying all costs associated with the transfer of real property interests to
NMPC, including, but not limited to, closing costs, subdivision costs, transfer taxes and
recording fees. The Requesting Party shall reimburse NMPC for all costs NMPC may
incur in connection with transfers of real property interests. Title shall be transferred only
after having been determined satisfactory by NMPC. Further, NMPC reserves the right
to condition its acceptance of title until such time as the New Facilities have been
constructed, operational tests have been completed, and the New Facilities placed in
service (or

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determined by NMPC to be ready to be placed in service), and the Requesting Party is strongly advised to consult with NMPC’s project manager as to the anticipated sequencing of events.

The Requesting Party will be responsible for payment of all real estate taxes (i.e., county, village, city/town and/or school) until such time as title has been transferred to NMPC (allocation of responsibility for payment of real estate taxes following the transfer to be determined on a case-by-case basis).

Prior to such transfer, the Requesting Party shall furnish to NMPC the original costs of any improvements by type/category of property; i.e., conductors, towers, poles, station equipment, etc. These original costs will show year of construction by location of such improvements. This information may be transmitted by NMPC to Federal, State or local governmental authorities, as required by law.

1.1 Title Documentation; Compliance with Appropriate Conveyancing Standards

The real property interests necessary for the construction, reconstruction,
relocation, operation, repair, maintenance and removal of the New Facilities shall
be conveyed to NMPC in fee simple (by warranty deed) or by fully-

assignable/transferable easement approved by NMPC, with good and marketable
title free and clear of all liens, encumbrances, and exceptions to title for a sum of
$1.00. With respect to any approved conveyance of easements, the Requesting
Party shall subordinate pertinent mortgages to the acquired easement rights. The
Requesting Party shall indemnify, defend, and hold harmless NMPC, its agents and
employees, officers, directors, parent(s) and affiliates, and successors in interest,
from all liens and encumbrances against the property conveyed. The Requesting
Party further agrees to provide to NMPC a complete field survey (with iron pin
markers delineating the perimeter boundaries of the parcel or the centerline of the
entire right-of-way in the case of an electric transmission line), an abstract of title
(of at least 40 years or such longer period as may be required by NMPC on a case-
by-case basis), and a 10-year tax search for real property interests to be transferred
to NMPC. The Requesting Party shall be required to provide NMPC with a title
insurance commitment with a complete title report issued by a reputable and
independent title insurance company for any real property rights in fee or easement
that are to be transferred to NMPC. At the time of the transfer of such interests to
NMPC, the Requesting Party shall provide a title insurance policy naming NMPC
as the insured covering the real property interests, in fee or easement, that are to be
transferred to NMPC.

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The Requesting Party shall provide such title documentation and title insurance
as shall be required by the NMPC real estate attorney assigned to review and
close the transfer of ownership from the Requesting Party to NMPC. The
Requesting Party shall request direction from such attorney with respect to
preparation of abstracts of title, title insurance commitments and policies, and
preparation of boundary surveys that comply with ALTA/NSPS Land Title
Survey Standards and which must conform to proposed legal descriptions. The
Requesting Party will be provided legal forms which include acceptable
language and format for title transfer. Title shall be determined satisfactory by
the NMPC real estate attorney in his or her sole discretion.

Title requirements of NMPC shall be of a reasonable nature and consistent with
legally sound title practice in the applicable jurisdiction. Without limiting the
foregoing, title shall not be encumbered by any liens or encumbrances superior
to or on par with any applicable lien of NMPC’s indentures or otherwise
deemed objectionable by the NMPC real estate attorney so assigned. All title
insurance fees and premiums (including, without limitation, costs of title
insurance policy endorsements) shall be paid by the Requesting Party at or prior
to the date of transfer.

The Requesting Party shall provide to NMPC conformed copies of all necessary
real property interests not prepared by, or directly for, or issued to NMPC.

1.2 Forms

The Requesting Party shall use NMPC-approved forms (including form

subordination agreements) for obtaining, recording and transferring fee-owned right-of-way and easements. Proposed changes to such forms shall be discussed with and agreed upon with the assigned NMPC real estate attorney.

2 Areas Where Easements/Permits Are Acceptable

2.1 Railroads

Where the New Facilities shall cross railroads, the Requesting Party shall obtain railroad crossing permits or other standard railroad crossing rights prior to constructing the crossing.

2.2 Public Land

Where the New Facilities shall cross public land, the Requesting Party shall obtain an easement for the crossing and/or any permits necessary to construct, operate and thereafter maintain such Facilities.

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2.3 Highways and Other Public Roads

Where the New Facilities shall cross highways or other public roads, the Requesting Party shall obtain crossing permits, easements, or other standard highway crossing rights prior to constructing the crossing, from the agency or agencies authorized to issue such rights.

2.4 Off Right-of-Way Access

In all cases, the Requesting Party shall obtain access/egress rights to the New
Facilities acceptable to NMPC. Where construction and maintenance access
along the fee-owned or easement strip is not possible or feasible, the Requesting
Party shall obtain easements for off right-of-way access and construct, where
necessary, permanent access roads for construction and future operation and
maintenance of the New Facilities. NMPC will review the line route for
maintenance access and advise the Requesting Party of locations requiring
permanent off right-of-way access. The Requesting Party shall obtain
permanent easements and construct the permanent maintenance access roads.
Typically, a width easement of 25 feet maximum shall be obtained for off right-
of-way access, but the dimensions shall be per NMPC requirements on a case-
by-case basis.

The Requesting Party shall obtain all necessary rights of access and licenses,
including adequate and continuing rights of access to NMPC’s property, as
necessary for NMPC to construct, operate, maintain, replace, or remove the
New Facilities, to read meters, and to exercise any other of its obligations
from time to time. The Requesting Party hereby agrees to execute any such
further grants, deeds, licenses, assignments, instruments or other documents as
NMPC may require to enable it to record such rights-of-way, easements, and
licenses.

2.5 Temporary Roads

The Requesting Party shall obtain temporary easements for access roads which
are necessary for construction, but not for future operation and maintenance of,
the New Facilities. NMPC shall concur with respect to any temporary roads
being acquired versus permanent roads. If any disagreements occur with
respect to the type of road being needed, NMPC’s decision shall be final. In
the event NMPC determines that permanent roads will not be required for
operation and maintenance (including repair or replacement), easements for
temporary roads shall not be assigned or otherwise transferred to NMPC by the
Requesting Party.

2.6 Danger Trees

If it is determined that the fee-owned or principal easement strip is not wide
enough to eliminate danger tree concerns, the Requesting Party shall obtain
additional permanent easements for danger tree removal beyond the bounds of

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the principal strip. The additional danger tree easement rights may be general in their coverage area, however if a width must be specified, NMPC Forestry shall make that determination but in no case shall less than 25’ feet be acquired beyond the bounds of the principal strip.

2.7 Guy and Anchor Rights

The Requesting Party shall obtain an additional permanent fee-owned strip or
easement for guys and anchors when the fee-owned or principal easement strip
is not wide enough to fully contain guys, anchors and, other such appurtenant
facilities.

3. Dimensions

Dimensional requirements with respect to electric station/substation facilities will vary
on a case-by-case basis. In all cases, however, the Requesting Party shall obtain
sufficient area to allow safe construction, operation and maintenance of the New
Facilities, in conformity with applicable land use and environmental laws, rules and
regulations, including, without limitation, bulk, setback and other intensity requirements
of applicable zoning ordinances, subdivision regulations, and wetlands setback
requirements. Basic width for the fee-owned or easement strip for 115kV transmission
lines shall be 100 feet, with the transmission facility constructed in the center of the strip.
NMPC will advise the Requesting Party if there will be any additional right-of-way
requirements. This requirement may be modified by the agreement of the parties as the
scope of the project is further developed or if there are changes to the project. Where
extreme side-hill exists, additional width beyond the 25 feet may be required on the uphill
side of the strip to allow additional danger tree removal.

Where guyed angle structures are to be installed, additional fee strip widths or permanent easement shall be obtained by the Requesting Party on the outside of the angle to provide for installation of guys and anchors within the fee-owned strip or permanent easement. The width of the additional strip shall be a minimum of 25 feet. The length of the strip shall be sufficient to assure that all guys and anchors will fall within the fee-owned strip. A 125’ strip will then be typically required.

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4. Eminent Domain

If condemnation in NMPC’s name is required, the Requesting Party shall contact
NMPC’s project manager for additional details on any assistance NMPC may provide.
Typically, the Requesting Party shall prepare all acquisition maps, property descriptions
and appraisals. Contact shall be made with NMPC’s surveyor, right-of-way supervisor
and legal department, and all requirements shall be closely followed. The Requesting
Party shall also prepare an Environmental Assessment and Public Need report
(Environmental Impact Statement or equivalent) and any other report or reports which
may be required. A certified survey may also be required. NMPC must approve the
Requesting Party’s attorney for all condemnation hearings and proceedings. NMPC
participation in such proceedings will be required at the Requesting Party’s sole cost and
expense. The Requesting Party shall contact NMPC attorneys prior to undertaking any
condemnation proceedings for proper procedures to follow. To the extent legally
permissible, NMPC reserves the right to refuse the use of condemnation by the
Requesting Party (if the Requesting Party has the legal authority to commence and
conduct an eminent domain proceeding), or by itself, in its sole discretion.

5. Use of Existing NMPC Right-of-Way

Existing NMPC right-of-way will not be available for use for the New Facilities unless NMPC Engineering, Planning and Operating departments agree to the contrary. The Requesting Party will pay a mutually acceptable cost to use such lands if NMPC gives internal approval.

6. Public Right-of-Way

If the Requesting Party must use public right-of-way for the New Facilities, the Requesting Party shall arrange for and reimburse NMPC and/or other utilities for any relocation which may be necessary.

7. General Environmental Standards

The Requesting Party agrees that, prior to the transfer by the Requesting Party of any real
property interest to NMPC, the Requesting Party shall conduct, or cause to be conducted,
and be responsible for all costs of sampling, soil testing, and any other methods of
investigation which would disclose the presence of any Hazardous Substance which has
been released on the Property or which is present upon the Property by migration from
an external source, and which existed on the Property prior to the transfer, and shall notify
NMPC in writing as soon as reasonably practicable after learning of the presence of
Hazardous Substance upon said Property interest. The Requesting Party agrees to
indemnify, defend, and save NMPC, its agents and employees, officers, directors, parents
and affiliates, harmless from and against any loss, damage, liability (civil or criminal),
cost, suit, charge (including reasonable attorneys’ fees), expense, or cause of action, for
the removal or management of any Hazardous Substance and relating to any damages to
any person or property resulting from presence of such Hazardous Substance. The
Requesting Party shall be required, at its sole cost and expense, to have a Phase I
Environmental Site Assessment (“Phase I ESA”) conducted on any such property which

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may be legally relied upon by NMPC and which shall be reviewed and approved by
NMPC prior and as a condition to transfer. NMPC further reserves the right, in its sole
discretion, to require that the Requesting Party have a Phase II Environmental Site
Assessment conducted on any such property, also at the Requesting Party’s sole cost and
expense, if NMPC determines the same to be necessary or advisable, which (if required)
shall be reviewed and approved by NMPC prior and as a condition to transfer. NMPC
further reserves the right, in its sole discretion, to disapprove and reject any proposed site
and/or real property interest to be conveyed to NMPC based upon the environmental
condition thereof.

8. Indemnity

The Requesting Party shall be responsible for defending and shall indemnify and hold
harmless NMPC, its directors, officers, employees, attorneys, agents and affiliates, from
and against all liabilities, expense (including litigation costs and attorney’s fees)

damages, losses, penalties, claims, demands, actions and proceedings of any nature
whatsoever for construction delays, construction or operations cessations, claims of
trespass, or other events of any nature whatsoever that arise from or are related to an issue
as to the sufficiency of the real property interests acquired or utilized by the Requesting
Party for the construction, reconstruction, relocation, operation, repair, and maintenance
of the New Facilities. In no event shall NMPC be held liable to the Requesting Party or
third parties for consequential, incidental or punitive damages arising from or any way
relating to an issue as to the sufficiency of the real property interests acquired or utilized
by the Requesting Party (including, but not limited to, those real property interests from
NMPC) for the construction, reconstruction, relocation, operation, repair, and
maintenance of the New Facilities.

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Schedule II: Environmental Due Diligence Procedure

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