LICENSE AGREEMENT FOR ERUV POLE ATTACHMENTS

THIS LICENSE, made this 6th day of December 2017 ~~xxxx day of November, 2015~~, by The Connecticut Light and Power Company d/b/a Eversource Energy, with offices at 107 Selden Street, Berlin, Connecticut (referred to as "Licensor") and the Chabad Lubavitch of Greenwich, Inc., a non-profit, tax exempt, religious organization, organized under the laws of the State of Connecticut (referred to as "Licensee"), with offices located at 75 Mason Street, Greenwich, CT 06830.

WITNESSETH

WHEREAS, the Licensor jointly own utility poles in the City of Greenwich, Connecticut, and the Licensee has requested Licensor permission to attach molding to certain of these utility pole in order to establish an ERUV.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, Licensor hereby grant permission to Licensee to make attachments subject to the following terms and conditions:

1. Prior to making any attachment, the Licensee shall identify each proposed attachment on Application for Pole Attachment forms to be provided by the Licensor. Licensor shall indicate its acceptance or rejection of any proposed attachment in writing within a reasonable time after Licensee submits an Application.

2. The Licensee shall be solely responsible for obtaining any necessary permission from Federal, State, County, or municipal authorities to install and maintain its facilities within public streets and any necessary consents or easements from property owners to construct and maintain facilities at the locations of Licensor poles which it desires to use.

3. The rights granted by the License are subject to the requirements of all governmental bodies which may now or hereafter exercise jurisdiction over the operations of the Licensor.

4. The Licensee acknowledges that the permission granted under this License is to attach and maintain molding on certain utility poles by a Qualified Installer, acceptable to the Licensor, with experience attaching Lechi or other similar material to utility poles in accordance with the Technical Standards Governing Licensee's Attachments below.

5. Technical Standards Governing Licensee's Attachments: The Licensee's Attachments shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of applicable Law, the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), the Public Utilities Regulatory Authority, any town ordinances, and the rules and regulation of any other governing authority having jurisdiction.

6. The permission granted is strictly subordinate to all present and any future uses which the Licensor may make of such poles, including but not limited to the assignment of attachment rights to third parties.

7. The Licensee agrees that such attachment, including molding and guards shall be of non-conductive material, as may be approved by the Licensor, in its sole discretion. Licensee shall, at its sole risk and expense, make and maintain each such attachment in a manner which shall not conflict with the Licensor's use of the poles, or interfere with the operation of the Licensor's facilities, as determined in the Licensor's sole discretion.

8. Only molding accepted by the Licensor may be attached under the terms of this License. Without the specific written permission of the Licensors, no molding shall be attached at a point higher than the lowest communications wire or the groundline of any pole, unless the Licensee obtains advance permission from the telecommunications provider to attach above the lowest communications wire. However, in no event shall any attachment be placed beyond or above the communications gain.

9. The Licensee shall, upon notice from Licensor, transfer, change, repair or rearrange such attachment at its own expense and in such manner as Licensor may direct. The Licensor shall, to the extent not inconsistent with its business requirements, cooperate with the Licensee to use alternate routes and poles to complete any breach in the ERUV caused by the Licensor's exercise of its rights under this paragraph.

10. The Licensee shall have the sole responsibility to regularly patrol, inspect and replace any attachment and/or guards which the Licensee installs. Any such replacement of the attachment including guards shall be performed by a Qualified Installer

11. The Licensee acknowledges that the Licensor shall have the unrestricted right, without notice to the Licensee, to maintain, repair, relocate, remove and use for any business purpose all poles containing attachments. The Licensee shall have no right to any compensation whatsoever for damage, destruction or removal of the attachments caused by the Licensor's exercise of the rights reserved in this paragraph. The Licensee shall, however, have the right, at its sole risk and expense, to replace or repair any moldings affected by the Licensor's exercise of these rights, subject to the review of the Licensor's through the application procedure set forth at paragraph 1.

12. This License may be terminated by either of the parties hereto giving the other sixty (60) days' notice in writing and, in the event of such termination, Licensee agrees to remove its said attachments from Licensor's poles before the expiration of the period of said notice and to restore the poles as nearly as practicable to their original condition, except insofar as they may have been altered or damaged by the acts of Licensor or by acts of God.

13. The Licensee shall maintain such attachments at all times in a safe condition, in good repair and in conformity with the specifications of the National Electrical Safety Code, the National Electrical Code, all applicable Regulations of the Connecticut Public Utility Regulatory Authority and all other applicable ordinances, statutes, regulations, and laws. If the Licensors shall incur

any form of expense and/or perform any kind of service to facilitate compliance with the foregoing requirements, Licensee shall reimburse Licensor for said expenses and/or services in advance of said expenditure or service being performed. Reimbursement shall include, but not limited to, all overheads, fees, and rental charges incurred by the Licensor.

14. The Licensee shall make no changes in the locations of its said attachments to the Licensor's poles without the consent in writing of Licensor. The Licensee may seek to expand the ERUV, and in such instances must notify the Licensor of the additional poles which the Licensee seeks to make attachments. Attachments to additional poles shall require the consent in writing of the Licensor, and shall be subject to the same terms and conditions provided in this License Agreement. The Licensee may make temporary repairs to insure the continuity of the ERUV, pending review by the Licensor of Licensee's application for permanent repair.

15. The Licensee shall not assign, transfer or sublet any of the privileges described in this License.

16. The Licensee hereby agrees to indemnify, defend and save the Licensor, its employees, agents and affiliates harmless from any and all loss, liability, claims or expense which may result from damage or injury to persons (including death) or property which may arise or be claimed to have arisen from the exercise of the rights granted herein by the Licensee, its members, employees or agents. This indemnity shall extend to any fines or expenses which may result from the Licensee's failure to obtain all necessary easements, permissions, consents or other approvals required for it to exercise the rights granted in this License.

17. The Licensee shall make an immediate report to the Licensor's of the occurrence of any damage to facilities of the Licensor or other joint owner or Licensee, and shall report immediately the occurrence of any injury to persons or property while Licensee is engaged in work upon said poles.

18. This License shall be subject to attachment rights which may be exercised by other public utility companies under joint use or joint ownership agreements with Licensor, and the conditions herein set forth shall be construed as applying likewise to the facilities of such other companies and for their benefit.

19. Nothing herein contained shall be construed to confer upon Licensee any rights or property in the poles and fixtures of Licensor or to be a warranty by Licensor of any right in Licensee to maintain said attachments.

20. If Licensor is required to perform non-routine survey or inspection work to determine the availability of pole space or the advisability of permitting attachment by Licensee, Licensee shall pay Licensor $25 per pole to perform the initial inspection of the identified poles. In addition, Licensee may be required to cover the actual costs of such non-routine work which shall include, but not be limited to, all overheads, fees, and rental charges incurred by the Licensor. Licensor reserves the right upon one hundred twenty (120) days prior to written notice to Licensee to adjust the fee for each pole attachment made hereunder.

21. The Licensee shall carry insurance, at its sole cost and expense, to protect the parties hereto and joint users in respect of the Licensee's liability for indemnification under Section 14 of this agreement, and from and against any and all claims and demands and from and against any and all actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of the acts or omissions of the Licensee hereunder and irrespective of any fault, failure, negligence or alleged negligence on the part of the Licensors or of any joint user or other Licensee of said poles. The amounts of such insurance shall be $500,000 combined single limit for bodily injury and property damage. The Licensee shall also carry such insurance as will fully protect both it, the Licensor and joint users from all claims under any Workmen's Compensation Laws that may be applicable. All insurance required shall remain in force for the entire life of this agreement, the company or companies issuing such insurance and the Licensors and the policies issued shall be approved by the Licensor, and the Licensor and joint users shall be named as additional insured parties in each of such policies. All such insurance shall contain provisions that the insurance is issued to insure the Licensee and the Licensor and the joint users for all liabilities of the Licensee under this agreement and that the policy may not be cancelled or changed except after thirty days' notice to the Licensor. The Licensee shall furnish copies of all such policies to the Licensor.

22. The Licensee's indemnity and insurance obligations under this License shall include any costs incurred by the Licensor which arise from injury to their respective employees, including but not limited to Workers Compensation, wage continuation payments, and so forth.

23. Failure to enforce or insist upon compliance with and of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

24. This Agreement shall be governed by and interpreted according to the laws of Connecticut.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized officers.

LICENSOR:

THE CONNECTICUT LIGHT AND POWER COMPANY DBA EVERSOURCE ENERGY

By: _____

Its _____

Witnessed by:

_____

LICENSEE:

CHABAD LUBAVITCH OF GREENWICH, INC.

By: Stephen Batkin

Its Eruv Coordinator

Witnessed by:

Aaron Batkin