REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of July 1, 2021, by and between the Windham County Agricultural Society, Inc., ("Owner") and The Connecticut Light & Power Company, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates the Brooklyn Fair Grounds located at 15 Fairgrounds Road, Brooklyn, Connecticut, 06234 ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner

Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:

   (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.

   (b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.

   (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.

   (d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the Commonwealth of Massachusetts.

   (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

   All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees,

servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on July 1, 2021 and ending on June 30, 2022 and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility will contact Owner ‘s representative Sandy Eggers at (860) 208-5814 (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company
d/b/a Eversource Energy

By ___ [redacted]

Print: [redacted]

Title: Manager, Real Estate Management

Owner: _____

By _____

Print:

Title _____

Special Use License

Connecticut Department of
Energy and Environmental Protection
Bureau of Outdoor Recreation
Division of State Parks & Public Outreach

Under the authority of Connecticut General Statutes, Section 23-11, this license is hereby granted by the Department of Energy and Environmental Protection under the following terms and conditions to:

LICENSEE:	Eversource Energy		
For The Purpose Of Using:	**Sections of Sherwood Island State Park, Westport, CT**	Contact Person: --- Mailing Address: --- Email: --- Telephone:	[redacted] 107 Selden St, Berlin, CT 06037 [redacted]
On:	**August 7, 2020 through end of storm response**		
Rain Date:	N/A	To Conduct:	**Storm Restoration Staging – Utility truck and personnel operations**
Activity Hours:	24 hours per day / 7 days per week		

License ID#: 2156 **License Fee:** **EP: 233** **Staff Reimbursement Cost Estimate:** TBD and will be reimbursed by Eversource Energy

Distribution:
FILE: B. Marquez FORESTRY: n/a
SUC: K. Romero WILDLIFE: n/a
P&RS:J. Guglielmoni FISHERIES: n/a
EnCon: M. Stone OTHER: n/a

LICENSOR: Department of Energy and Environmental Protection (DEEP)

Issued By: Michael D. Scott Date: 8/7/2020
Chief, Bureau of Outdoor Recreation

TERMS AND CONDITIONS

1. **SPECIAL USE:** Special use shall be defined herein as any use of DEEP properties that is prohibited under RCSA section 23-4-1 through 4, but which is authorized by the commissioner of DEEP pursuant to CGS section 23-11.
2. **REVOCABILITY:** This license is revocable immediately, without cause, upon written notice by the LICENSOR.
3. **APPROVED ACTIVITES:** The LICENSEE is authorized to use APPROVED AREAS of Sherwood Island State Park as temporary staging areas to support emergency utility restoration work required as a result of Tropical Storm Isaias. The LICENSEE is authorized to use APPROVED AREAS to park trucks and stage employee vehicles and to act as show-up sites for employees of LICENSEE, its contractors, and other utilities assisting LICENSEE with emergency storm restoration work;
4. **APPROVED AREAS:** The LICENSEE is authorized to use only those areas of the Park approved by the Park Supervisor in charge of Sherwood Island State Park, as delineated in the attached map.
5. **APPROVED DATES AND TIMES:** The LICENSEE is authorized to conduct Approved Activities in Approved Areas commencing on August 7, 2020 and ending at the conclusion of LICENSEE's emergency storm restoration work.
6. **ENTIRE AGREEMENT:** This Special Use License constitutes the entire agreement between the LICENSOR and the LICENSEE, and it shall supersede all prior negotiations, representations, or agreements that have been alleged or made between the parties.
7. **NON-WAIVER:** Any failure by the LICENSOR to immediately enforce any provision of this license does not constitute a waiver of that provision, or of any other provisions of this license, which are enforceable at all times.
8. **EXCLUSIVITY:** The LICENSEE is advised that all areas of DEEP properties, including the Approved Areas set forth in paragraph five, above, will remain open and accessible to the general public daily between sunrise and sunset, and that this license does not grant the LICENSEE exclusive use of any area. Additionally, the LICENSEE may **not** require payment from any person for access to the Approved Areas, nor solicit donations or contributions from the public in any manner that implies obligatory participation by the public.
9. **INSURANCE:** The LICENSEE shall obtain, at its own cost and for the duration of this license, commercial general liability insurance in the amount of $5,000,000 combined single limit per occurrence for bodily injury, personal

injury, and property damage. Coverage shall include 1.) Premises and Operations, 2.) Independent Contractors, 3.) Contractual Liability, and 4.) Broad Form Property Damage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The 'State of Connecticut, DEEP' shall be named as an Additional Insured on all coverages. The LICENSEE shall provide the LICENSOR with a Certificate of Insurance reflecting these requirements not less than 15 business days prior to the Approved Dates and Times. The coverage shall contain no special limitations on the scope of protection afforded to the State. The LICENSEE shall assume any and all deductibles in the described insurance policies. The LICENSEE's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be the primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State. The insurance policy shall not be suspended, voided, cancelled or reduced, except after 30 days prior written notice by certified mail has been given to the State.

10. **INDEMNITY:** The LICENSEE shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) claims arising, directly or indirectly, in connection with this license, including the acts of commission or omission (collectively, the "Acts") of the LICENSEE or by any third parties associated with the LICENSEE; and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or this license. The LICENSEE shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The LICENSEE shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the LICENSEE or by any third parties associated with the LICENSEE. The State shall give the LICENSEE reasonable notice of any such claims. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party. This section shall survive the revocation, cancellation or expiration of the license, and shall not be limited by reason of any insurance coverage.
11. **OTHER PERMITS:** The LICENSEE shall be solely responsible for securing any other licenses, permits, approvals, or waivers required by any other federal, state, regional, or municipal authority having jurisdiction over the special use authorized by this license.
12. **ASSIGNIBILITY:** The LICENSEE shall not assign this license.
13. **PROPERTY DAMAGE:** The LICENSEE shall insure that its actions and the actions of its agents and members do not cause damage to State property. If the LICENSEE finds property damage prior to or upon arrival at the Approved Areas, the LICENSEE shall immediately photo document the existing conditions and notify the Park and Recreation Supervisor before proceeding with the Approved Activities. The LICENSEE will be responsible for repair of all property damage in the Approved Areas that is not documented and registered with the Park and Recreation Supervisor prior to initiating Approved Activities.
14. **SAFETY:** The LICENSEE shall make every reasonable effort to protect the health and safety of all LICESEE and LICENSOR personnel and the visiting public at the Park.
15. **COMPLIANCE:** The LICENSEE shall comply with any reasonable order, verbal or written, by an employee of the State Parks Division or the Division of State Environmental Conservation Police. The LICENSEE agrees to comply with all sections of this license and acknowledges that compliance with this license may be considered by the LICENSOR in determining whether to authorize future requests for special use from the LICENSEE.
16. **GARBAGE AND LITTER:** The LICENSEE shall be solely responsible for post-use clean-up of Approved Areas. The LICENSEE shall remove **all** litter and garbage from the Approved Areas prior to the lapsing of Approved Dates and Times. If the LICENSEE finds unacceptable quantities of garbage or litter prior to or upon arrival at the Approved Areas, the LICENSEE shall immediately photo document the existing conditions and notify the Park and Recreation Supervisor before proceeding with the Approved Activities. The LICENSEE will be responsible for removal of all garbage and litter from the Approved Areas that is not documented and registered with the LICENSOR prior to initiating Approved Activities. Any garbage that must be left unattended overnight must be secured against animal intrusion or other disturbance.
17. **LAW ENFORCEMENT:** Law enforcement services necessary for the proposed use or activity, if any, shall only be provided through the LICENSOR and no outside law enforcement personnel shall be retained by the LICENSEE for any purpose unless authorization is obtained in advance from the LICENSOR.
18. **NOISE:** The LICENSEE is authorized for the sound sources identified in the Application, however, the LICENSOR reserves the right to revoke special authorization under RCSA section 23-4-1-(x) if, in the sole discretion of the Park and Recreation Supervisor, the ensuing noise unduly disturbs other park visitors or resident wildlife. This provision may be invoked separately, without revoking authorization for any other special uses stipulated herein.
19. **CHANGES:** Changes to the terms or conditions of this license may be authorized in writing by the Director of State Parks or the Director's designee. Requests for changes shall be submitted in writing to the Special Use Coordinator by emailing to deep.specialuse@ct.gov, or by faxing to (860) 424-4070 Attention: Special Use

Coordinator, or by posting to: Special Use Coordinator, State Parks Division, 79 Elm St, Hartford, CT 06106-5127.

20. **IDENTIFICATION AND RECOGNITION:** The LICENSEE shall identify DEEP properties by their complete names in all public materials (flyers, website, t-shirts, etc.) created or distributed to promote the proposed use (e.g., Stratton Brook State Park, **not** Stratton Park or Stratton Brook Park). If the LICENSEE wishes to cite the LICENSOR for recognition, the LICENSOR wishes to be identified as: The Connecticut Department of Energy and Environmental Protection, State Parks Division.

21. **ADDITIONAL TERMS AND CONDITIONS:** The LICENSEE agrees that the LICENSOR may set forth additional terms or conditions in writing as it deems appropriate, and that said terms or conditions shall be as binding on the LICENSEE as those set forth herein.

    a. LICENSEE agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to LICENSEE's use as a staging area.

    b. The Space will be made available to LICENSEE on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for LICENSEE's intended purpose. LICENSEE will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. LICENSEE shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in LICENSEE's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to LICENSEE's employees, servants, agents, subcontractors, sublicensees, guests and invitees. LICENSEE shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, LICENSEE's personal property and LICENSEE's employees, servants, agents, subcontractors, sublicensees, guests and invitees. LICENSOR shall have no obligation to provide any security measures, repair or maintenance to the Space.

    c. LICENSEE shall provide any surface improvements it deems necessary for the effective use of the Space, required LICENSEE services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, LICENSEE at its sole cost and expense, will restore the property to its original condition.

    d. This Agreement shall be for a term commencing on August 7, 2020 and ending at the conclusion of LICENSEE's emergency storm restoration work.

22. **SEVERABILITY:** If any provision of this license or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the license or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining provision of the license shall be valid and enforced to the fullest extent possible by law.

23. **STAFF REIMBURSEMENT:** The LICENSEE shall reimburse the LICENSOR for its actual costs incurred to compensate agency personnel who provide direct support for the proposed use. While the LICENSOR provides an estimate of costs to the applicant prior to executing the license, the LICENSOR reserves the right to assign personnel as it deems necessary on the basis of actual circumstances, which can change suddenly. The LICENSEE agrees to be bound by the LICENSOR's final accounting for its actual costs. As of the date this license is executed, the LICENSOR anticipates staffing needs that are indeterminate at this time.

[redacted]

EVERSOURCE ENERGY

107 Selden Street, Berlin, CT 06037
PO Box 270
[redacted]

[redacted]
Senior Insurance Analyst

August 7, 2020

Connecticut Department of Energy & Environmental Protection
State Parks & Public Outreach Division
79 Elm St.
Hartford, Connecticut 06106

Re: Special use license. Sections of Sherwood Island State Park, Westport, CT Storm Restoration Staging - Utility truck and personnel operations

The General Liability insurance program maintained by Eversource Energy consists of a [redacted] per occurrence layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Automobile Liability, Products and Completed Operations, Employer's Liability, Pollution Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy System companies also have in place catastrophic Excess Liability insurance (above the self-insured layer) provided by Associated Electric and Gas Insurance Services, Limited.

The primary [redacted] layer of Workers' Compensation coverage for employees principally located in Connecticut is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the self-insured layer, Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

The primary [redacted] layer of Automobile Liability coverage is provided by Liberty Mutual Insurance Company. Coverage extends to all owned, non-owned, and hired vehicles used in connection with any of the Eversource System Companies' operations.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify State of Connecticut, and DEEP as additional insured on a commercial general liability and provide insurance protection all in accordance with and to the extent by the terms and conditions of the referenced work.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at [redacted]

Sincerely,

[redacted]

LICENSE AGREEMENT

This License Agreement is executed as of this 1st day of June, 2026, by and between **MOHEGAN TRIBAL GAMING AUTHORITY D/B/A MOHEGAN SUN** an instrumentality of the Mohegan Tribe of Indians of Connecticut, a federally recognized Indian tribe, having its principal place of business at 1 Mohegan Sun Boulevard, Uncasville, Connecticut 06382 (the "Licensor"), and **THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY**, a Connecticut corporation with an office at 107 Selden Street, Berlin, Connecticut 06037 (the "Licensee").

RECITALS:

WHEREAS, the Licensor is the owner/operator of a parcel of real property in the Town/City of Uncasville, Connecticut, with an address of ,1 Mohegan Sun Boulevard, Uncasville, CT 06382, consisting of approximately 240 acres of land more or less (the "Property"); and

WHEREAS, the Licensee has requested permission from the Licensor to make use of a portion of the Property for the purpose of providing a temporary staging and deployment area related to the Licensee's power restoration efforts, such portion of the Property as shown on **Exhibit A** (the "Licensed Area"); and

WHEREAS, Licensor is willing to permit the use of the Licensed Area by the Licensee for such purposes, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, for and in consideration of such permission, Licensor and Licensee hereby agree as follows:

1. If a storm or other public health, safety or security emergency occurs, as determined at the sole discretion of the Licensee, the Licensee, its affiliated companies, their respective agents, contractors, business invitees and employees, shall have the right to enter upon, and pass over and across the Licensed Area with personnel and vehicles as necessary for the purpose of providing a temporary staging and deployment area related to the Licensee's power restoration efforts, and, in connection therewith, shall have the right to undertake such activities upon the Licensed Area as may be necessary or appropriate, in the Licensee's discretion, to alleviate the emergency, including but not limited to parking of trucks and other vehicles, staging equipment, base camp operations including sleep trailers and food services, and organizing and deploying personnel. **On-Site refueling of vehicles is acceptable at this location.**

2. Prior to the Licensee entering upon the Licensed Area, the Licensee shall first contact Licensor's designated representative by either phone or email as indicated on the attached Contact Information Sheet, to notify the Licensor of Licensee's intent to use the Licensed Area. Licensor may at any time designate another contact representative by notice in writing. In the event the Licensee has attempted and is unable to reach the Licensor's representative by any of the indicated means, Licensee may then take immediate occupancy of the Licensed Area, without liability to Licensor. If in connection with its access to the Licensed Area, Licensee requires the removal of any vehicles, Licensee shall notify Licensor thereof and the Licensor shall effect such removal in a safe and reasonable manner, and if Licensor fails to do so within a reasonable time, Licensee shall be permitted to effect such removal, without liability to Licensor.

3. This License Agreement shall become effective on **June 1, 2026,** and shall continue until terminated. Licensor and Licensee shall each have the right to terminate this License at any time, for any or no stated reason, upon ninety (90) days written notice to the other party; provided, that in the event a public

health, safety or security emergency is determined to exist at the time of such termination, and Licensee is actively utilizing the Licensed Area for the purposes contemplated by this License, then the effective date of any termination by Licensor shall be deferred to such time as Licensee determines that any such emergency has been concluded. Notwithstanding any other provision of this License, the parties intend that this Agreement constitute a terminable license, and no interest in real property is created hereby.

4. Licensee shall not erect or permit any permanent structures or improvements upon, and Licensee shall not make or permit any uses of the Licensed Area, other than those expressly permitted in this License.

5. During the period of time the Licensed Area is being actively utilized by the Licensee, Licensee shall maintain the Licensed Area in good order and condition in all respects, free from trash and debris (except to the extent enclosed in appropriate containers for temporary storage prior to removal off-site) or other nuisance. Licensee shall as it deems necessary, secure the Licensed Area against theft, vandalism, and site abuse, and may install temporary lighting during darkness Upon cessation of any active use of the Licensed Area, or upon termination of this Agreement, Licensee shall remove its personal property and restore the Licensed Area to substantially the same condition as it was prior to Licensee's use. All vehicles will be removed prior to termination.

6. By granting this License, Licensor does not represent or warrant that the Licensed Area is appropriate, safe or suitable for the proposed use, or that it may be used for the purposes specified herein. In exercising its rights under this License, Licensee shall at all times comply with all applicable laws, bylaws, ordinances, rules, regulations and permits of all governmental authorities having jurisdiction.

7. The Licensee, for itself and its affiliated companies, its agents, contractors, business invitees and employees, hereby releases and shall indemnify, defend and save harmless the Licensor, its officers, agents and employees, from and against all demands, claims, actions, damages, costs, expenses, losses or liability whatsoever in any manner resulting from or arising out of the use of the Licensed Area by Licensee, its affiliated companies, its agents, contractors, business invitees and employees including, without limitation, any failure of the Licensee, its affiliated companies, its agents, contractors, business invitees and employees to comply with any applicable laws or regulations, except to the extent that such liability results from the negligence or willful misconduct of the Licensor, its employees agents or contractors.

8. Licensee shall procure and maintain at its expense, at all times during the term of this License Agreement, Commercial General liability insurance, including personal injury and property damage, and automobile liability insurance covering owned, non owned and hired vehicles in amounts of [redacted] per occurrence, against all claims and demands of any injury to person or property that may occur or be claimed to have occurred on the Property as the result of Licensee's use of the Licensed Area. Licensor shall be designated as an additional insured party on the general liability policy and on Licensee's self-insured general liability program shall be treated as an additional insured. Licensee shall procure and maintain Workers' Compensation insurance to the statutory amount and Employers Liability in the amount of [redacted] per coverage. Notwithstanding anything herein to the contrary, the parties agree the Licensee shall be allowed to satisfy all of its insurance requirements through its self-insurance program. Licensee shall, at the time of entry upon the Licensed Area for the purposes herein set forth, furnish to Licensor (to the address listed in Section 9) a valid certificate of such insurance and a self-insurance letter explaining its self-insurance program.

9. All written notices and communications to be given under the terms of this License shall be in writing and delivered by first class mail, postage prepaid, and addressed as follows:

If to the Licensor:

Mohegan Sun
1 Mohegan Sun Boulevard
Uncasville, CT 06382
ATTN: [redacted]
With copy to: legal@mohegangaming.com

If to Licensee:

The Connecticut Light and Power Company
d/b/a Eversource Energy
107 Selden Street
Berlin, CT 06037

ATTN: REAL ESTATE DEPT

With Copy To:
The Connecticut Light and Power Company
d/b/a Eversource Energy
107 Selden Street
Berlin CT 06037

ATTN: LEGAL DEPT – REAL ESTATE ATTY

10. This License is personal to the Licensee, and Licensee shall have no right to assign or transfer its rights and obligations hereunder, in whole or in part to any other person. This provision does not preclude use of the Licensed Area by affiliated companies or contractors of Licensee, as contemplated hereby.

11. This License contains all the agreements of the parties with respect to the subject matter thereof and supersedes all prior agreements and dealings between them with respect to such subject matter. This License shall be governed by law of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this License Agreement by and through their respective duly authorized representatives, as of the day and year first above written.

LICENSOR:

MOHEGAN TRIBAL GAMING AUTHORITY
d/b/a MOHEGAN SUN

By: [redacted]
Name:
Title: [redacted]
President and general manager

LICENSEE:

THE CONNECTICUT LIGHT AND POWER COMPANY
d/b/a EVERSOURCE ENERGY

By [redacted]

Name:
Title: Supervisor – CT Real Estate

CONTACT INFORMATION SHEET

Licensor		**Licensee** **CL&P d/b/a EVERSOURCE ENERGY**	
Primary Contact Name:	[redacted]t Director of Tribal Protective Services & Emergency Mgt	Primary Contact Name:	[redacted] Supervisor, Real Estate
Phone Number:	[redacted]	Phone Number:	[redacted]
Cell Phone Number:	[redacted]	Cell Phone Number:	[redacted] (Primary)
Email Address:	[redacted]	Email Address:	[redacted]
Backup Contact Name:		Backup Contact Name:	[redacted] Senior Land Management Specialist
Phone Number:		Phone Number:	[redacted]
Cell Phone Number:		Cell Phone Number:	[redacted] (Primary)
Email Address:		Email Address:	[redacted]

EXHIBIT A



REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of November 2, 2015, by and between The Salvation Army Southern New England Division, ("Owner") and The Connecticut Light & Power Company, d/b/a Eversource Energy with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates Camp CONNRI located on 28 Happy Hill Lane, Ashford, CT 06278 ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the designated area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Property, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress

and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:
   (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.
   (b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.
   (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.
   (d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the State of Connecticut.
   (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

   All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Property will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Property for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Property, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems

necessary for the protection of the Property, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on June 25, 2015 and ending on June 24, 2016, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility will contact Owner at (860) _____ (work) or, (860) _____ (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes. Utility shall have no right to enter the Property without such prior coordination and advance notice to Owner of its intended use, subject to and as more clearly outlined in the attached Exhibit A hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company d/b/a Eversource Energy

By [redacted]

Prin

Title 11/2/2015

Owner: THE SALVATION ARMY

By [redacted]

Print: ASSISTANT SECRETARY - PROPERTY

Title _____

DIVISIONAL FINANCE COUNCIL
SOUTHERN NEW ENGLAND
JUL 21 2015
☒ APPROVED ☐ NOT APPROVED
☐ DEFERRED ☐ REVIEWED
CHAIRMAN
☐ RECOMMENDED FOR APPROVAL

EXHIBIT 1

1. Utility shall have access to the property only upon notice to Owner and only when Utility and Owner have agreed to the extent of time for the usage. There may be times when Owner will only allow usage to Utility for a fixed time frame.

2. Owner's usage of the property takes priority over Utility 's usage.

3. During the months of June, July and August, Owner runs summer camp for children and adults. Utility will NOT have use of the property during these months unless Owner relinquishes this right and Utility is notified in writing.

4. During an event, deemed to be on the scale of need for Utility to utilize this property for disaster staging, Utility needs to provide 24 hours' notice to Owner for evacuation of the property.

5. In event that Owner has occupants on the property and Owner deems that it is in the best interest of the occupants to evacuate the property, due to the emergency situation, Owner requests that Utility provide safe means of evacuation for the occupants and to move them safely to a location designated by Owner.

6. In event that Owner has occupants on the property and Owner deems that it is in the best interest of the occupants to remain on the property, due to the emergency situation, Owner requires that Utility provide means of maintaining isolation from the occupants while Utility performs it duties.

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of 8/6/ 2013, by and between BRISTOL INDUSTRIAL, LLC, with an address at 780 JAMES P. CASEY Rd ("Owner") and The Connecticut Light & Power Company, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates the Bristol Business Center located on Clark Avenue and James P. Casey ~~Drive~~ Rd ("Property") located in Bristol, Connecticut;

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner

Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:

(a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.

(b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.

(c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.

(d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the Commonwealth of Massachusetts.

(e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees,

servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities. tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on July 17, 2013 and ending on July 16, 2014, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility will contact Owner (860) [redacted] (work) or, (860) [redacted] (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company

By [redacted]

Print: [redacted]

Title Manager, Real Estate CT & WMASS

Owner: [redacted]

By [redacted]

Print

Title PROPERTY MANAGER

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of September 15, 2015, by and between Lake Compounce with an address at 822 Lake Ave., Bristol, CT 06010-7333, a Connecticut corporation ("Owner") and The Connecticut Light & Power Company d/b/a Eversource Energy, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates Lake Compounce located at 822 Lake Ave., Bristol, Connecticut ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property designated by Owner to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection

with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Shopping Center site, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the shopping center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:

(a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.

(b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.

(c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.

(d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the Commonwealth of Massachusetts.

(e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located or approved by the NAIC and have an A.M. Best Rating of at least A VIII. A copy of each insurance policy or a legally enforceable certificate of insurance on all insurance policies required of Utility under this Agreement, shall be deposited with Owner promptly on or

before the commencement of the term of this Agreement. Any insurance provided by Owner shall be strictly excess, secondary and non-contributory of the insurance coverage provided by Utility Co.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. In exchange for the revocable license to temporarily use Owner's property for emergency storm restoration work, Utility agrees, without any express or implied guarantee, that, during the term of the license, it will endeavor to prioritize the restoration of power to the Property as an important element of community re-establishment, but in all events only following the restoration of service to critical care agencies (such as, for example, hospitals, nursing homes, police and fire departments, residential). The determination of what constitutes restoration of service to critical care agencies, and when power is restored to the Property, shall be at Utility's sole and absolute discretion.

7. This Agreement shall be for a term of one (1) year commencing on September 15, 2015 and ending on September 14, 2016, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company d/b/a Eversource Energy

By [redacted]

Print [redacted]

Title Manager of Real Estate

Owner:

By [redacted]

Print: [redacted]

Title General Manager

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of June 25, 2015, by and between Faith Church, with an address at 600 Danbury Road New Milford, CT 06776 ("Owner") and The Connecticut Light & Power Company d/b/a Eversource Energy, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates the Faith Church located at 600 Danbury Road, New Milford, Connecticut ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final

judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:

   (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.

   (b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.

   (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.

   (d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the State of Connecticut.

   (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

   All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on June 25, 2015 and ending on June 24, 2016, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility may contact Owner [redacted] (work) or, [redacted] (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes. Utility shall have no right to enter the Property without such prior coordination and advance notice to Owner of its intended use.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company d/b/a Eversource Energy

By [redacted]

Print[redacted]

Title: Manager of Real Estate

Owner: Faith Church

By _____

Print:

Title _____

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of May 9, 2017, by and between Harwinton Agricultural Society AKA Harwinton Fair, with an address at 150 Locust Road; Harwinton, CT. 06791 ("Owner") and The Connecticut Light & Power Company d/b/a Eversource Energy, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates the Harwinton Fairgrounds located on 150 Locust Road; in Harwinton, Connecticut;

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress

and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:

   (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.

   (b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.

   (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.

   (d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the Commonwealth of Massachusetts.

   (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

   All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be

used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on May 1, 2017 and ending on April 30, 2018, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility will contact Owner 's representative at (860) [redacted] (~~work~~) or, (860) [redacted] (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company
d/b/a Eversource Energy

By [redacted]

Print:

Title: Manager, Real Estate Management

Owner: [redacted]

By _____

Print:

Title President

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of ~~June~~ July 26, 2016, by and between The Town of Kent CT, ("Owner") and The Connecticut Light & Power Company d/b/a Eversource Energy, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates property located at 41 Kent Green Boulevard, Kent, Connecticut as shown on the attached site plan labeled Exhibit A ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the designated area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Property, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or

passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:

   (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.

   (b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.

   (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.

   (d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the Commonwealth of Massachusetts.

   (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

   All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems

necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on July 26 2010 and ending on July 25, 2017, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility will contact Owner 's representative at (860)_____ (work) or, (860) _____ (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company d/b/a Eversource Energy

By [redacted]

Print: Print [redacted]

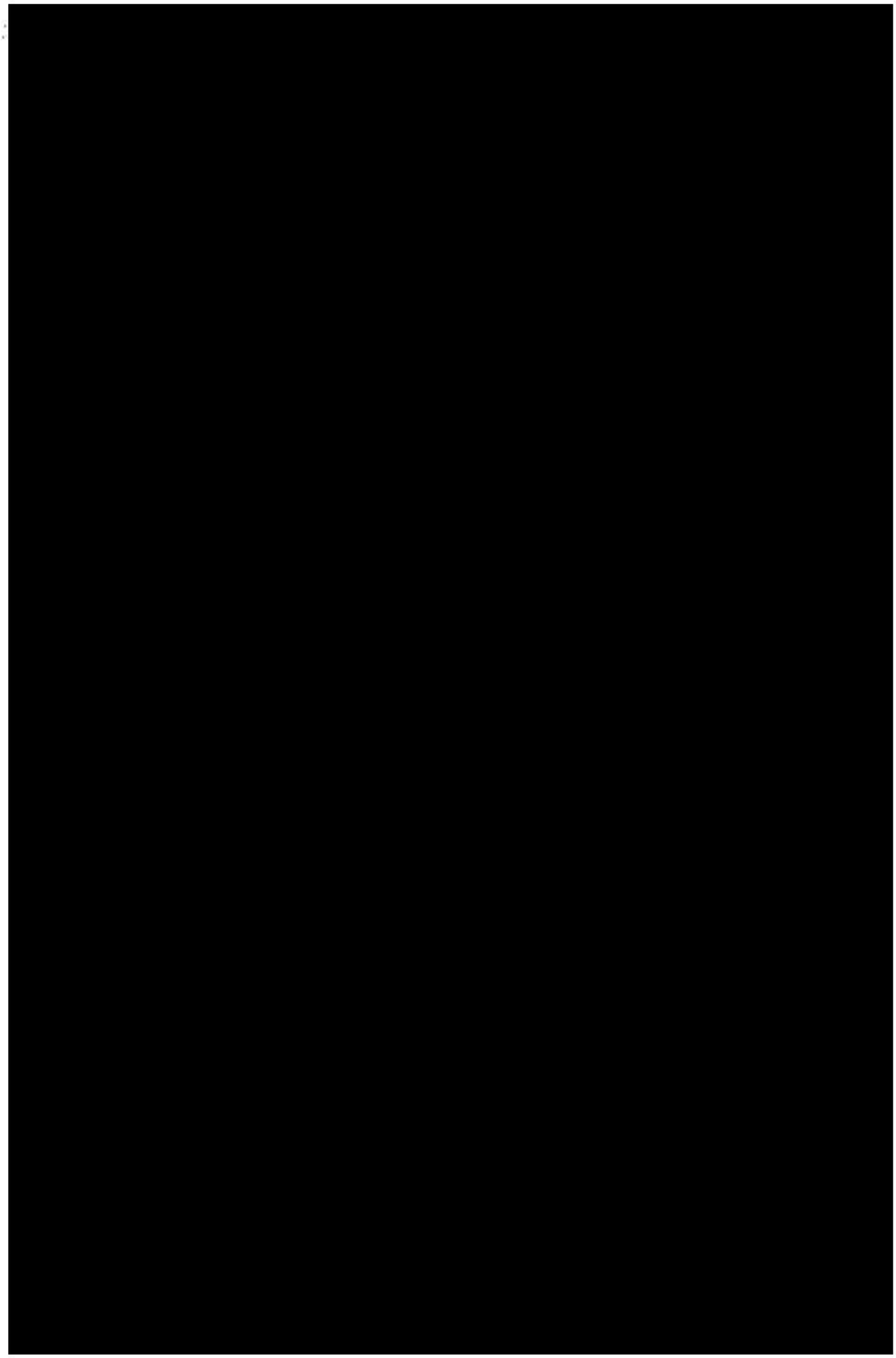
Title: Manager of Real Estate

Owner: ☑

By _____

Print: [redacted]

Title First Selectman



REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of 2/1 2014, by and between [redacted], ("Owner") and The Connecticut Light & Power Company, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates LIME ROCK PARK LLC ("Property") located in LAKEVILLE, Connecticut;

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the designated area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Property, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress

used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on 7/1 2014 and ending on 12/31, 2015, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company

By [redacted]

Print:

Title Manager, Real Estate

Owner:

By [redacted]

Print:

Title V.P.

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of 2/20/13 2013, by and between Waterford Speedbowl, LLC ("Owner") and The Connecticut Light & Power Company, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

WITNESSETH:

WHEREAS, Owner owns and operates the Waterford Speedbowl located on 1080 Hartford Turnpike (Rte85), Waterford, Connecticut ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner parties, except to the proportional extent that a final

judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:
   (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than [redacted] per occurrence, with a [redacted] policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.
   (b) An automobile comprehensive liability policy with combined single limits of not less than [redacted] per occurrence. Utility may self-insure part or all of this exposure.
   (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.
   (d) Employer's liability insurance with a [redacted] limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the Commonwealth of Massachusetts.
   (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than [redacted]

   All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.

6. This Agreement shall be for a term of one (1) year commencing on February 8, 2013 and ending on January 31, 2014, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

7. Upon happing of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility may contact Owner (860-867-6697) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes. Utility shall have no right to enter the Property without such prior coordination and advance notice to Owner of its intended use.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Utility: The Connecticut Light & Power Company

By [redacted]

Print: [redacted]

Title Real Estate Management and Facilities Projects

Owner:

By _____

Print: Terry H. Eames

Title Managing Member