

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ENERGY FACILITY SITING BOARD**

**IN RE: THE NARRAGANSETT ELECTRIC COMPANY d/b/a DOCKET No. SB-2017-01
NATIONAL GRID AND CLEAR RIVER ENERGY LLC'S
JOINT APPLICATION TO CONSTRUCT THE
BURRILLVILLE INTERCONNECTION PROJECT**

**CLEAR RIVER ENERGY LLC'S RESPONSE TO
THE TOWN OF BURRILLVILLE'S 6TH SET OF DATA REQUESTS**

Request 6-1 Please provide a copy of the Transmission Easement Agreement entered into by and between Algonquin Gas Transmission, LLC and Clear River Energy LLC that is the subject of the Memorandum of Transmission Easement Agreement between the same parties dated as of March 7, 2018.

RESPONSE 6-1 Please see **Exhibit 6-1**.

RESPONDENT: John Niland, Invenergy Thermal Development LLC

DATE: April 17, 2018

CLEAR RIVER ENERGY LLC
By its Attorneys,

/s/ Alan M. Shoer

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CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2018, I delivered a true copy of the foregoing responses to the **Town of Burrillville's 6th Set of Data Requests in Docket No. SB-2017-01** via electronic mail to the parties on the attached service list.

/s/ Alan M. Shoer _____

EXHIBIT 6-1

TRANSMISSION EASEMENT AGREEMENT

(Burrillville, Rhode Island)

THIS TRANSMISSION EASEMENT AGREEMENT (this "Agreement") is made and dated as of March 7, 2018 by and between Algonquin Gas Transmission, LLC, a Delaware limited liability company located at 5400 Westheimer Court, Houston, Texas 77056-5310 (together with its successors and assigns, "Owner"), and Clear River Energy LLC, a Delaware limited liability company located at One South Wacker Drive, Suite 1800, Chicago, Illinois 60606 (together with its transferees, successors, successive grantees, and assigns, "Grantee") Each of Owner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

RECITALS

A. Owner owns certain real property located in the Town of Burrillville, State of Rhode Island, more particularly described in deeds AP 153, Lot 1 – Volume 63, Page 205 recorded 9/14/1961 and AP 135, Lot 2 – Volume 98, Page 274 recorded 6/1/1982 of the deed records of the Town of Burrillville, Rhode Island (the "Premises") and referred to as Parcel 1 on Exhibit A, attached hereto and shown on the map attached as Exhibit A-1 as Parcel 1 and incorporated herein;

B. Owner and Grantee's predecessor in interest, Invenergy Thermal Development LLC, have entered into that certain Land Option Purchase Agreement dated as of December 19, 2014, as amended (the "Option Agreement"), which provides the Grantee an easement (at no additional cost to Grantee) on, under, over, across and through a portion of the Premises; and

C. Owner desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) paid, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Grant of Easements.

(a) Conveyance.

(i) Transmission Easement. On the terms and conditions set forth herein, Owner hereby grants and conveys to Grantee, its successors, successive grantees, and assigns a non-exclusive easement (the "Transmission Easement") on, over, under, through and across the Premises for the installation, construction, operation, maintenance, repair, replacement, addition to, relocation, removal and inspection of electrical transmission facilities, including, without limitation, towers, poles, wires, cables, conduits, and appurtenances thereto, communication lines, and other related facilities, equipment and improvements (the "Transmission Facilities"), including permitting audio, visual, view, light, shadow or other effects attributable to the Transmission Facilities, as the case may be. The Transmission Easement shall be two hundred and fifty feet wide to accommodate the line depicted on Exhibit A-1, attached hereto and by this reference made a part hereof (the "Transmission Easement Area").

(ii) Access Easement. On the terms and conditions set forth herein, Owner hereby grants, conveys and warrants to Grantee, its successors, successive grantees, and assigns a non-exclusive

easement ("Access Easement") on, over, under, through, and across routes within the Transmission Easement Area only in order to: (A) conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; (B) construct and maintain roadways within the Transmission Easement Area necessary to provide access to the Transmission Easement Area for the purposes stated in this Agreement, but only in those locations agreed to by Owner in writing; (C) exercise the rights granted in this Agreement; and (D) install, construct, operate, maintain, repair, replace, add to, relocate, remove or inspect the Transmission Facilities. Notwithstanding anything contained in this Agreement to the contrary, Grantee agrees that it shall provide all necessary plans for Owner's review of the proposed Transmission Facilities a minimum of ninety (90) days prior to the proposed start of construction of the Transmission Facilities. Owner must approve of the location and design of all bases and supports for any electrical transmission line towers that are a part of the Transmission Facilities. All approvals of Owner shall not be unnecessarily withheld, conditioned or delayed.

(iii) Clearance Easement. On the terms and conditions set forth herein, Owner hereby grants, conveys and warrants to Grantee, its successors, successive grantees, and assigns a non-exclusive easement and right (the "Clearance Easement") to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards, at the sole and absolute discretion of Grantee, now or hereafter existing in the Transmission Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Transmission Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee. Grantee shall not use any chemical means to accomplish any clearing allowed in this Section. The Transmission Easement, Access Easement and the Clearance Easement are collectively referred to herein as the "Easement".

(b) Title to Transmission Facilities. Grantee, its successors, successive grantees, and assigns shall at all times retain title to the Transmission Facilities and shall have the right to remove them (or to allow them to be removed) from the Premises at any time. Owner shall have no ownership interest in or to any Transmission Facilities. Nothing in this Agreement, however, shall be construed as requiring Grantee to install or operate the Transmission Facilities.

(c) The Easement and other rights granted by Owner in this Agreement are an easement in gross for the benefit of Grantee, its successors, successive grantees, and assigns.

2. Term.

(a) Term. This Agreement shall be for an initial term commencing on the Closing, as such term is defined in the Option Agreement (the "Effective Date") and continuing until the fortieth (40th) anniversary of the Effective Date ("Original Term") with three (3) additional optional extensions of Ten (10) years each ("Extended Term"), which may be exercised at the sole discretion of Grantee by delivering written notice to Owner no later than one-hundred eighty days prior to the expiration of the Original Term, or Extended Term, as the case may be (collectively the "Term").

(b) Grantee Termination. Notwithstanding anything to the contrary set forth in this Agreement, Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement, effective upon thirty (30) days' prior written notice given by Grantee to Owner.

(c) Owner Termination. Notwithstanding anything to the contrary set forth in this Agreement, Owner shall have the right to terminate this Agreement five (5) years from the date of execution of this Agreement if the "Closing", as such term is defined in the Option Agreement, has not occurred.

(d) Effect of Termination. Upon termination of this Agreement, Grantee shall, as soon as practicable thereafter, remove all above-ground and below-ground Transmission Facilities from the Premises. All of the Premises disturbed by Grantee shall be restored to a condition reasonably similar to its original condition or as mutually agreed. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion. Grantee shall remove such Transmission Facilities within twelve (12) months of termination of the Agreement. Promptly following termination of this Agreement, Owner and Grantee shall execute and record a notice of termination evidencing such termination.

3. **Owner's Representations, Warranties and Covenants.** Owner hereby represents, warrants and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Premises and has the unrestricted right and authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Agreement, without hindrance or molestation. When executed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(b) Insurance. Owner shall, at its expense, obtain and maintain insurance, in such amounts and with such provisions as are reasonably deemed usual and appropriate from time to time in accordance with the standards then prevailing for comparable facilities, naming Grantee as an additional insured.

(c) No Interference. Owner shall not unreasonably interfere with, and shall not allow any other party to interfere with, Grantee's use of the Premises for the purposes described in this Agreement, or Grantee's rights under this Agreement. Without limiting the foregoing, Owner shall not, within the Transmission Easement Area: (i) erect or install any buildings, structures, tanks, antennas or other improvements; (ii) place or store flammable materials; (iii) plant trees; (iv) place water, sewer or drainage facilities, without Grantee's consent, which consent shall not be unreasonably withheld; or (v) alter the elevation of the existing ground surface by more than one (1) foot without Grantee's consent, which consent shall not be unreasonably withheld. Any new leases, options to lease, seismic operations, or any other agreement made by Owner with a third party regarding the Premises (including any of the foregoing related to water, oil, gas or other minerals) shall contain language that states that such third party shall not disturb, interfere with, preclude or destroy Grantee's rights hereunder.

(d) Cooperation. Owner shall assist and cooperate with Grantee at no expense to Owner, in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required or desired by Grantee for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted in this Agreement.

(e) Liens. Except as may be disclosed in the Land Evidence Records of the Town of Burrillville, Rhode Island, or as disclosed by Owner in writing on or prior to the Effective Date, Owner represents to the best of Owner's knowledge that there are no recorded or unrecorded liens, encumbrances, leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, or other exceptions that could interfere with Grantee's operations on the Premises, including mechanic's liens. If any of the foregoing arise that are not caused by Grantee, including mechanic's liens that may, in Grantee's reasonable determination, interfere with the development and operation of the Transmission Facilities, then Owner shall fully cooperate and assist Grantee, in removing or limiting such interference, including obtaining a subordination and non-disturbance agreement where Grantee deems it necessary, with terms and conditions reasonably requested

by Grantee to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded). In the case of monetary liens such as mechanic's liens, Owner agrees to bond over any such liens in an amount that may be reasonably requested by Grantee.

(f) Taxes and Assessments. Owner shall pay all taxes, assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the Premises itself; provided that during the Term Grantee shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly resulting from the presence of Grantee's Transmission Facilities or any other improvements of the Grantee on the Premises ("Grantee Taxes"). To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. At Grantee's election, Grantee shall either pay the applicable taxing authority directly, in which case it will promptly provide Owner evidence of such payment, or Grantee shall make such payment directly to Owner. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

4. **Grantee's Representations, Warranties and Covenants.** Grantee hereby represents, warrants and covenants as follows:

(a) Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Grantee in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, any portion of the Premises disturbed by Grantee and not required for the continuing operation of the Transmission Facilities shall be restored to a condition reasonably similar to its original condition, or as mutually agreed, subject to Grantee's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction, restoring the grade and contours in those areas above any of Owner's pipeline facilities, and other reasonably necessary steps to prevent soil erosion.

(c) Insurance. Grantee shall, at its expense, maintain or cause its contractors and subcontractors to maintain the following insurance, from carriers with an A.M. Best rating of at least A-/VII:

i. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where work is to be performed.

ii. Employer's Liability Insurance with limits of \$5,000,000 per occurrence and \$5,000,000 per disease/each employee.

iii. Commercial General Liability Insurance with a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU) and include coverage contractual liability assumed hereunder.

iv. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of \$5,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage. In the event the Work includes transporting Hazardous Waste, with limits of \$5,000,000 and which will include an endorsement to auto liability insurance for upsets or overturns (MCS-90 endorsement).

v. Umbrella Insurance may be used to satisfy the limit requirements for Employer's Liability Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance set out above. Such umbrella policy shall follow the form and excess of those primary coverages.

vi. Pollution Liability with a limit of \$1,000,000 each occurrence and \$2,000,000 in annual aggregate. Such insurance shall cover sudden and accidental claims arising out of Grantee's operations.

vii. As respects the risks and liabilities assumed by Grantee in this Agreement, all insurance policies listed in this section except for workers compensation insurance shall include Owner as an additional insured.

viii. Each insurance policy shall be endorsed to confirm that the insurance provided by Grantee is primary insurance with respect to the obligations of Grantee under this Agreement and shall not be considered contributory insurance with any insurance policies providing coverage to or in favor of Owner.

ix. Grantee shall waive and have its insurers waive any rights of subrogation they may have against Owner or any of its insurers regarding the risks and liabilities assumed by Grantee in this Agreement. This waiver of subrogation shall be required for each policy in this section.

x. Grantee shall notify Owner prior to the termination or cancellation of any policy listed in this section.

xi. All deductibles, self-insured retentions and self-insurance carried by Grantee under its insurance program are the sole responsibility of Grantee and will not be borne in any way by Owner. Grantee will indemnify Owner in full for any amounts related to such deductibles, retentions and self-insurance and for any deductibles or amounts owed under any Owner issued policies due to the fault of Grantee.

(d) Pipeline. Grantee shall avoid any material disturbance or interference with Owner's Facilities (defined below) within the Easement. If Owner determines that it is necessary to protect Owner's Facilities, Grantee shall install the Crossing Structure, said structure to be installed in accordance with Owner's reasonable requirements and as depicted on Exhibit D (the "Crossing Structure") at the location where the Transmission Facilities crosses the Owner's Facilities. Grantee shall comply with all of Owner's requirements for working near any of Owner's Facilities. Should Owner determine that protective devices are needed in any location where Grantee wishes to cross over Owner's Facilities, Owner shall install such necessary devices at the sole cost and expense of Grantee.

(e) Electrical Interference. Prior to the commencement of construction of the Transmission Facilities, Grantee shall complete an alternating current interference mitigation study to identify any detrimental effects to Owner's Facilities regarding induced AC, fault current, and AC corrosion caused by the operation of the Transmission Facilities (the "Current Interference Study"). Grantee shall use commercially reasonable efforts to mitigate any detrimental effect identified in the Current Interference

Study to Owner's reasonable specifications, procedures, and standards. Following the initial construction of the Transmission Facilities, Grantee shall complete a new or updated Current Interference Study prior to any material change to the Transmission Facilities or construction of additional Transmission Facilities. Grantee shall use commercially reasonable efforts to mitigate any detrimental effect identified in any such supplemental or new Current Interference Study to Owner's reasonable specifications, procedures, and standards. Grantee shall bear all costs associated with any Current Interference Study and any mitigation systems or structures reasonably required by Owner as a result of the same. Grantee shall provide Owner with copies of any Current Interference Study and mitigation designs promptly following receipt of a final signed copy of the same. As used herein, "Owner's Facilities" means any facilities associated or necessary with the transportation of natural gas installed at the Premises as of the Effective Date.

5. **Default and Remedies.** If either Party defaults in performance of an obligation under this Agreement the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default specifying in detail the default and the requested remedy (the "Notice of Default") from the non-defaulting Party; provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in the last sentence of this paragraph and Section 8, should a default remain uncured beyond the applicable cure periods the non-defaulting Party shall have and shall be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities). Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any non-monetary default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder.

6. **Assignment.**

(a) Collateral Assignments. Grantee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner to do any of the following with respect to financing all or any portion of the Transmission Facilities and/or real property rights granted hereunder: (i) finance Transmission Facilities and/or real property rights granted hereunder with a Mortgagee (as defined in Section [8(e)] below); and/or (ii) mortgage, encumber, hypothecate, pledge or transfer to one or more Mortgagees any and all of the rights granted hereunder, including the easements granted in Section 2, and/or in any or all of the Transmission Facilities and/or real property rights granted hereunder.

(b) Non-Collateral Assignments. Grantee shall have the right, upon written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed, to sell, convey, lease, assign or transfer (including granting co-easements, separate easements, subeasements) any or all of its rights hereunder in and to all of the Easement provided such transfer is directly related to the development and operation of the Transmission Facilities and/or real property rights granted hereunder. Grantee shall be relieved of all of its obligations arising under this Agreement from and after the effective date of such assignment, provided such rights and obligations have been assumed by such transferee. Notwithstanding the foregoing, Owner, by its execution hereof, consents to a sale, conveyance, lease, assignment or transfer of any or all of its rights hereunder from Grantee to The Narragansett Electric Company and its successors and assigns.

(c) Acquisition of Interest. The acquisition of all or any portion of Grantee by another person shall not require the consent of Owner or constitute a breach of any provision of this Agreement and Owner shall recognize the person as Grantee's proper successor.

7. Indemnity.

(a) Grantee, its employees, agents, invitees, successors and assigns shall exercise Grantee's rights hereunder at Grantee's sole risk and expense, and Grantee, its successors and assigns shall indemnify and hold Owner, its officers, directors, employees, representatives, affiliates, successors and assigns harmless from and against any and all claims, actions, loss, damages, costs, expenses including, without limitation, legal fees and court costs, and liability of any nature, in tort or contract, and which results from, arises out of, or is connected with the exercise of the rights granted herein, including but not limited to the breach, violation or nonperformance of any obligation of Grantee, its employees, agents, invitees, successors and assigns to be observed or performed hereunder. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to the extent caused or contributed to by the joint or concurrent negligence of Owner or its representatives or contractors with any other party, including Grantee.

8. Mortgage Protection. In the event that any Mortgage is entered into by Grantee or any transferee of Grantee, then the Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 8. Grantee shall send written notice to Owner of the name and address of any such Mortgagee; provided that failure of Grantee to give notice of any such Mortgagee shall not constitute a default under this Agreement and shall not invalidate such Mortgage.

(a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. An Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the Easement by any lawful means; (iii) to take possession of and operate the Transmission Facilities or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the Easement by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the Easement to a third party. Owner's consent shall not be required for the acquisition of the Easement by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

(b) Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any default of Grantee, Owner shall give notice of Grantee's failure to perform to each Mortgagee, of which it has notice, concurrently with delivery of such notice to Grantee. In the event Owner gives such notice of failure to perform, the following provision shall apply:

(i) The Mortgagee shall have the same period after receipt of the notice of failure to perform to remedy the failure to perform, or cause the same to be remedied, as is given to Grantee, plus, in each instance, sixty (60) days, for a total of one hundred twenty (120) days after receipt of the notice of failure to perform, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure failure to perform by obtaining possession of the Easement (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such failure to perform. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easement to complete such performance with all the rights, privileges and obligations of the original Grantee hereunder.

(c) No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and a Mortgagee, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

9. **Miscellaneous.**

(a) Confidentiality. Owner shall maintain in the strictest confidence, and Owner shall require each third party to which Owner is permitted to disclose pursuant to this section to maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee's site or product design, methods of operation, methods of construction, power production or availability of the Transmission Facilities, and the like, whether disclosed by Grantee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees, contractors or agents, or (ii) was already known to Owner at the time of disclosure and that Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Easement, Owner's financial or other planning, any prospective purchaser of or lenders for the Easement, or as may be necessary to enforce this Agreement; provided that Owner advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose such information. Notwithstanding the foregoing, this confidentiality restriction shall not apply to disclosure by Owner to governmental authorities as required by law.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer permitted hereunder, any transferee, and their respective heirs, transferees, successors, successive grantees, and assigns, and all persons claiming under them. References to Grantee in this Agreement shall be deemed to also include transferees of Grantee that hold a direct ownership interest in the Easement or this Agreement and actually are exercising rights under the Easement or this Agreement to the extent consistent with such interest.

(c) Easement to Run with the Land. This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the Parties, hereto, their heirs, executors, administrators, successors, successive grantees, and assigns.

(d) Recording of Agreement. Owner and Grantee agree to execute a Memorandum of Transmission Easement Agreement in the form attached as **Exhibit B** hereto (the "Memorandum"). Grantee may record the Memorandum at Grantee's expense.

(e) Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

Manager
Rights of Way and Land
Algonquin Gas Transmission, LLC
890 Winter Street, Suite 300
Waltham, Massachusetts 02451

If to Grantee:

c/o Clear River Energy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attn: General Counsel

With a copy to:

Legal Department
Algonquin Gas Transmission, LLC
890 Winter Street, Suite 300
Waltham, MA 02451

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

(f) Entire Agreement; Amendments. This Agreement, together with all exhibits referenced herein and attached hereto, constitutes the entire agreement between Owner and Grantee respecting the subject matter contained herein. Any agreement, understanding or representation respecting the Easement, or any other matter referenced in this Agreement not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments of this Agreement, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Owner shall reasonably cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any actual or potential (i) transferee or (ii) holder ("Mortgagee") of any mortgage, deed of trust or other security interest in this Agreement or any Transmission Facilities ("Mortgage").

(g) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. If the Parties are unable to resolve amicably any dispute arising out of, or in connection with, this Agreement, the Parties agree that such dispute shall be resolved in the state courts located in the county in which the Premises is situated. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

(h) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term be longer than, respectively, the longest period permitted by applicable law.

(i) Estoppel Certificates. Owner shall promptly execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default or failure to perform then exists under this Agreement, if such be the case) and/or consents to assignment

(whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any transferee or Mortgagee may reasonably request from time to time. At Grantee's option, such certificates, consents and agreements may be recorded in the relevant recording office. Owner hereby consents to such recording.

(j) No Merger. There shall be no merger of any easement estate created by this Agreement with the fee estate of the Premises by reason of the fact that any such easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or have any interest therein, and no such merger shall occur unless and until all persons at the time having such interest in the fee estate of the Premises and all persons (including, without limitation, Mortgagee) having an interest in any easement estate created by this Agreement shall join in a written instrument effecting such merger and shall duly record the same.

(k) Joint Owners. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Owner or have an ownership interest in the Premises from time to time, the obligations of Owner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grantee shall have no obligation to make any allocation.

(l) No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Owner and Grantee.

(m) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(n) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

OWNER:

Algonquin Gas Transmission, LLC
By: Spectra Algonquin Management, LLC
Its Operator

By: *Thomas V. Wooden, Jr.*
Name: Thomas V. Wooden, Jr.
Title: Vice President, Gas Transmission Operations

GRANTEE:

Clear River Energy LLC,
a Delaware limited liability company

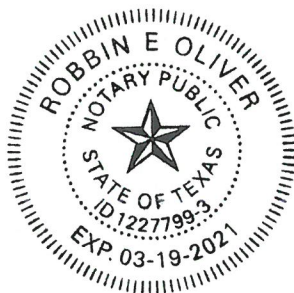
By: *Daniel Ewan*
Name: DANIEL EWAN
Title: VICE PRESIDENT



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 7th of MARCH, 2018 before me, the undersigned Officer, personally appeared Thomas V. Wooden, Jr., known to me as the Vice President of SPECTRA ALGONQUIN MANAGEMENT, LLC, a Delaware limited liability company, which is the operator of ALGONQUIN GAS TRANSMISSION, LLC, a Delaware limited liability company, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by herself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Robbin E. Oliver
Notary Public of the State of Texas
My commission
expires: 03-19-2021

STATE OF ILLINOIS
COUNTY OF COOK

In Illinois, on the 21 day of February, 2018, before me personally appeared Daniel Ewan, Vice President of Clear River Energy LLC to me known and known by me to be the party so executing the foregoing instrument on behalf of Clear River Energy LLC, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in said capacity and the free act and deed of Clear River Energy LLC.



_____(Seal)
Notary Public

Print Name: Victoria Kedaitis

My Commission Expires: 11/21/21

EXHIBIT A

Legal Description of the Transmission Easement Area across the Premises.

That certain parcel of land, being 250 feet in width, situated southwesterly of Wallum Lake Road (R.I. Route 100) and southerly of Buck Hill Road in the Town of Burrillville, Providence County, State of Rhode Island and Providence Plantations, delineated as "Transmission Easement Area" on that plan entitled "Plan of Proposed Right of Way Over Lands of Algonquin Gas Transmission Company, Wallum Lake Road, Burrillville, Rhode Island, Invenergy LLC, One South Wacker Drive, Suite 1900, Chicago, Illinois 60606 Project No. 15-015 Scale: 1"=300' Date: 10/16/17 by Waterman Engineering Company Richard S. Lipsitz, P.L.S. No. 1837", more particularly bounded and described as follows;

Commencing at the most westerly corner of "Parcel 2" (Invenergy Parcel) as delineated on that plan set entitled "Invenergy Administrative Subdivision A.P. 120, Lot 7, A.P. 135, Lot 2, A.P. 137, Lots 1, 2, 3, 21 and A.P. 153, Lots 1 & 2, Wallum Lake Road (R.I. Route 100), Burrillville, Rhode Island June 13, 2017, Rev: 7/11/2017, Prepared for: Invenergy LLC, One South Wacker Drive, Suite 1900, Chicago, Illinois 60606 by Waterman Engineering Company, Richard S. Lipsitz, P.L.S. No. 1837";

thence proceeding S 32°00'33" E, by and with the line dividing "Parcel 1" and "Parcel 2" as delineated on the aforementioned plan set, a distance of eighty four and 08/100 (84.08') feet to the point and place of beginning and the northeasterly corner of the Right of Way herein-described;

thence continuing S 32°00'33" E, by and with the easterly terminus of the Right of Way herein-described and bounded easterly by the aforementioned "Parcel 2", a distance of two hundred fifty one and 42/100 (251.42') feet to the southeasterly corner of the Right of Way herein-described;

thence proceeding S 64°04'16" W, by and with the southerly line of the Right of Way herein-described and crossing "Parcel 1" as delineated on the aforementioned plan set, a distance of eight hundred fifty eight and 68/100 (858.68') feet to an angle point;

thence proceeding N 45°51'26" W, by and with the southerly line of the Right of Way herein-described and crossing "Parcel 1" as delineated on the aforementioned plan set, a distance of three thousand five hundred ten (3510'+/-) feet, more or less, to the existing easement granted to Blackstone Valley Electric Company as described in Volume 71, Page 77 as corrected in Volume 71, Page 170 and the southwesterly corner of the Right of Way herein-described;

thence proceeding northerly, by and with the westerly terminus of the Right of Way herein-described and bounded westerly by the aforementioned Blackstone Valley Electric Company easement, a distance of two hundred ninety (290'+/-) feet, more or less, to the northwesterly corner of the Right of Way herein-described;

thence proceeding S 45°51'26" E, by and with the northerly line of the Right of Way herein-described and crossing "Parcel 1" as delineated on the aforementioned plan set, a distance of three thousand four hundred eighty (3480'+/-) feet, more or less, to an angle point;

thence proceeding N 64°04'16" E, by and with the northerly line of the Right of Way herein-described and crossing "Parcel 1" as delineated on the aforementioned plan set, a distance of six hundred fifty six and 76/100 (656.76') feet to the point and place of beginning.

The above-described parcel contains 1,062,500+/- square feet (24.39+/- acres) of land, more or less.

EXHIBIT A-1

Depiction of the Transmission Easement Area

Prepared by and
after recording return to:
CLEAR RIVER ENERGY LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

KNOW ALL PERSONS BY THESE PRESENTS:

THIS MEMORANDUM OF TRANSMISSION EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of _____ (the "Effective Date"), by and between Algonquin Gas Transmission, LLC, a Delaware limited liability company located at 5400 Westheimer Court, Houston, Texas 77056-5310 (together with its successors, successive grantees, assigns and heirs, "Owner"), and Clear River Energy LLC, a Delaware limited liability company (together with its transferees, successors, successive grantees, and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Transmission Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in Burrillville, Rhode Island, as more particularly described in **Exhibit A** and as depicted in **Exhibit A-1** attached hereto (the "Premises"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants to Grantee, among other things, the right and easement to install, construct, operate, maintain, repair, replace, relocate, remove and inspect electrical transmission facilities including, without limitation, wires, cables, conduits, and appurtenances, communication lines and other related facilities, equipment and improvements on, over, under, through and across the Transmission Easement Area described in **Exhibit A** and as depicted in **Exhibit A-1** (and related infrastructure and appurtenances) on the Owner's Premises.
3. The Agreement also grants to Grantee an easement on, over, under, through and across the Premises, and on, over, under, through and across such access routes to and from the Transmission Easement Area, as described on **Exhibit A** and as depicted in **Exhibit A-1** in order to: (A) conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; (B) access the Transmission Easement Area; (C) construct and maintain roadways to provide access to the Transmission Easement Area for the purposes stated in the Agreement, but only in those locations agreed to by Owner in writing; (D) exercise the rights granted in the Agreement; and (E) install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Transmission Facilities.
4. The Agreement also grants to Grantee the right and easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards, at the sole and absolute discretion of Grantee, now or hereafter existing in the Transmission Easement Area or any roadway area now or hereafter providing access thereto, and trim, cut down and remove any trees,

brush, vegetation or fire or electrical hazards located outside of the Transmission Easement Area now or hereafter on the Premises which might interfere with or endanger the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee.

5. The Agreement shall be for a maximum term of seventy-five (75) years if the terms and conditions of the Agreement are met.

6. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and the rights and easements granted to Grantee thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

7. Owner shall have no ownership, lien, security or other interest in any electrical transmission facilities (and related infrastructure and appurtenances) installed by Grantee on the Premises, or any profits derived therefrom, and Grantee may remove any or all electrical transmission facilities (and related infrastructure and appurtenances) at any time.

8. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

9. This Memorandum and the Agreement shall run with the land and shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns, successive grantees and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER:

Algonquin Gas Transmission, LLC
By: Spectra Algonquin Management, LLC
Its Operator

GRANTEE:

Clear River Energy LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ of _____, 2018 before me, the undersigned Officer, personally appeared _____, known to me as the Vice President of SPECTRA ALGONQUIN MANAGEMENT, LLC, a Delaware limited liability company, which is the operator of ALGONQUIN GAS TRANSMISSION, LLC, a Delaware limited liability company, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by herself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Notary Public of the State of Texas
My commission
expires: _____

STATE OF ILLINOIS
COUNTY OF COOK

In _____, on the ____ day of _____, 2018, before me personally appeared _____ of Clear River Energy LLC to me known and known by me to be the party so executing the foregoing instrument on behalf of Clear River Energy LLC, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in said capacity and the free act and deed of Clear River Energy LLC.

_____(Seal)
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT C

Crossing Structure

