

**NORTHFIELD MOUNTAIN LLC or
FIRSTLIGHT MA HYDRO LLC
LICENSE AGREEMENT
(Short Term Use)**

This LICENSE AGREEMENT (the "License Agreement" or "License") is made as of this **date day of Month, Year** by and between, a Delaware corporation in its capacity as the licensee of the Turners Falls Hydroelectric Project, FERC License #1889, and **Northfield Mountain LLC**, a Delaware corporation in its capacity as the licensee of the Northfield Mountain Pumped Storage Project, FERC License #2485, ("FirstLight" or "Licensor") and **Licensee Name**, individuals residing at **Address, Town, Massachusetts** (the "Licensee").

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Northfield Mountain hereby grants a non-exclusive license to Licensee for the Use as defined below and no other use or benefit, on the following terms and subject to the following conditions:

1. **DEFINED TERMS.**

The following terms shall have the meanings specified wherever used in this License Agreement:

- A. **FERC.** The Federal Energy Regulatory Commission.
- B. **PROJECT.** FERC Licensed Project No. 1889 and Project No. 2485 which include the Northfield Mountain, and Turners Falls Projects, and accompanying lands including recreational land, located in or near Northfield, Erving, Gill, Greenfield and Montague/ Turners Falls, Massachusetts; Vernon, Vermont; and Hinsdale, New Hampshire.
- C. **PROPERTY.** That certain property further described or defined on Exhibit "A" attached hereto and incorporated herein.
- D. **FACILITY.** If applicable, the facility further described or defined on Exhibit "B" attached hereto and incorporated herein.
- E. **USE.** The use or uses described on Exhibit "B" attached hereto and incorporated herein, and no other use or purpose.
- F. **TERM.** The term or terms designated on Exhibit "B" attached hereto and incorporated herein, provided, however, that the Term may be terminated in advance of its expiration pursuant to the provisions otherwise set forth in this License.
- G. **LICENSE FEE.** The fee, if any, further described on Exhibit "B" attached hereto and incorporated herein.

2. **TERM AND TERMINATION.**

- A. The term of this License shall commence upon the date hereof and continue for the Term designated herein, subject to earlier termination pursuant to the provisions set forth herein.

Notwithstanding the designated Term, this License shall expire: (i) immediately upon the date that it is recorded without the prior written consent of Northfield Mountain; (ii) upon Licensee's failure to cure a default by Licensee hereunder, following written notice of such default from Northfield Mountain to Licensee, if the terms hereof expressly provide for such notice and a right to cure; or (iii) If this License would prevent Licenser from complying with any present or future law, license, regulation, rule, order or decree of any governmental or regulatory authority; or (iv) If Licenser is required to do so by any governmental or regulatory authority; or (v) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use.

- B. If termination of this License is required by any governmental or regulatory authority, such termination shall occur on the date so required by said governmental or regulatory authority. If no such date is specified by said governmental or regulatory authority, this License shall terminate upon seven (7) days prior written notice to Licensee.
- C. Termination of this License shall not affect Licensee's obligations under this License Agreement arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement. This License Agreement may be terminated at any time by either party upon providing prior written Notice as set forth in Section 4 of Exhibit B.

3. ENFORCEMENT.

- A. Licenser reserves the right to impose enforcement fees for, and otherwise exercise its rights with respect to, any unauthorized use of any portion of the Property, including without limitation, failure to receive prior written approval from Licenser for any new use, violation of this License, or violation of any provision of the FERC license of the Property. Such enforcement action by Licenser may include, but is not limited to: a trespass, cease and desist or similar court proceeding; removal of unauthorized improvements at Licensee's expense; termination or revocation of this License; prohibition of Licensee from receiving any future licenses for use of any portion of the Property; collection of enforcement fees from Licensee of up to One Thousand Dollars (\$1,000) per violation per month, in addition to up to Two Thousand Dollars (\$2,000) for each abandoned or derelict dock located on the Property. Licensee agrees that, as a condition of this License, it will pay all legal fees and expenses incurred by Licenser in bringing any enforcement action against Licensee for the violations described in this section.
- B. If Licenser is cited for a regulatory violation which occurred as a result of Licensee's actions, then Licensee will reimburse Licenser for any fines or fees assessed by such regulatory agency and will cure said violation at Licensee's expense.

4. NO WARRANTIES.

NORTHFIELD MOUNTAIN MAKES NO WARRANTY OR REPRESENTATION AS TO TITLE, FITNESS OR CONDITION OF THE PROPERTY OR THE FACILITY, EXPRESS OR IMPLIED, OF ANY KIND, AND LICENSEE USES EACH IN "AS IS", "WHERE IS"

CONDITION, WITH ALL FAULTS. Licensee hereby acknowledges that it has inspected the Property and has determined that it is suitable for Licensee's Use, that it is not relying on any oral or written representation by Northfield Mountain concerning the Property, and that Northfield Mountain is under no obligation to maintain the Property for Licensee's Use.

5. RIGHTS OF OTHERS.

This License is made without any warranty of Licensor's title and subject to such rights of others as may appear of record or be apparent from inspection. Without limiting the foregoing, Licensee acknowledges that nearby owners of property may have non-exclusive rights to access the Project waters, and/or may be using the Property without such rights.

6. COMPLIANCE WITH LAWS.

- A. Licensee understands FERC requires that (i) use of Project land and/or waters by third parties pursuant to a license issued by Licensor not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, (ii) any such third parties take all reasonable precautions to ensure that the construction, operation, and maintenance of structures and facilities covered by any license from Licensor occur in a manner that protects the scenic, recreational, and other environmental values of the Projects, and (iii) any such third parties not restrict public access to Project lands and/or waters.
- B. Licensee at its sole cost and expense shall comply with all local, county, state or federal laws, codes or ordinances of any description applicable to the Facility and Licensee's Use of the Property including but not limited to zoning, building, engineering, sanitation, health, wetlands, or other environmental laws, and shall promptly remedy any breach of the same. As a condition of entering into the License Agreement, Licensee shall provide evidence reasonably satisfactory to Northfield Mountain that all required consents and permits are in force for Licensee's Use.
- C. Licensee understands and agrees that the FERC reserves the right to require Northfield Mountain to take reasonable remedial action to correct any violations for the protection and enhancement of the Project's scenic, recreational and other environmental values. Licensee shall promptly remedy Licensee's breach of any law, regulation, permit, license, or term or condition of this License Agreement with respect to the Property or the Facility, at Licensee's sole cost and expense. If Licensee fails or refuses to comply or remedy any such breach, then any cost and expense incurred by Northfield Mountain in effecting such compliance or remediating any such breach shall be immediately reimbursed by Licensee upon demand.
- D. Licensee shall not at any time use or store or allow to be released or discharged any pollutant, "hazardous waste" or "hazardous substance" (as those terms may be defined by any applicable federal, state or local law, rule or regulation), or oil, petroleum, chemical liquids or other solid, liquid or gaseous substance determined by any governmental authority to be hazardous to the environment (collectively "Hazardous Substances") on the Property, except of such types and in such quantities and containers as are reasonably necessary for the use of the Property as contemplated herein (for example, gasoline for lawnmowers or boats) and are stored in amounts and containers permitted by applicable

environmental, health and safety laws and regulations. Upon Northfield Mountain's request, Licensee shall provide evidence reasonably satisfactory to Northfield Mountain that all required consents or permits are in force for Licensee's Use of the Property.

- E. Licensor shall conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as required by law or any regulatory agency or as reasonably warranted due to the use of the Property by the Licensee, to monitor the environmental conditions of the Property and the adjacent waters, provided that such inspections, site assessments, and tests shall not unreasonably interfere with Licensee's use and enjoyment of the Property and the adjacent waters. Licensee shall bear the full cost and expense of any such inspections, site assessments and tests, including any related laboratory fees. Licensee shall indemnify and hold Licensor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the presence, disposal, release or threatened release of any Hazardous Substances on the Property or to the adjacent waters from use of the Property by Licensee or those otherwise permitted on the Property by Licensee, any required clean-up or other remedial action on the Property and/or a lien on the Property in favor of any governmental authority for clean-up or other remedial action for such use by such parties.
- F. In the event that archeological materials or human remains are found by Licensee or any party acting on behalf of Licensee during any ground-disturbing activities at or near the Property or the Project, Licensee shall stop such activity immediately and notify Northfield Mountain of such findings. No such further activity shall be permitted until Northfield Mountain has concluded its investigation of the findings with the assistance of the State Historic Preservation Officer.

7. PRIORITY OF NORTHFIELD MOUNTAIN OPERATIONS AND RIGHT TO ENTER.

- A. Licensee acknowledges that the License is subject to the terms and conditions imposed by the FERC Project licenses or to be imposed by FERC in connection with any order relative to or affecting this License or any new license issued by FERC for the Project during the term of the License. Northfield Mountain shall have the right to impose additional conditions upon Licensee's use of the Property to assure the safety of Northfield Mountain's facilities which are presently or may in the future be located within or in the vicinity of the Property. Licensee shall permit equal and unobstructed use of the Property by all members of the public regardless of race, creed, religion or sexual orientation.
- B. The operations of the Northfield Mountain Project shall have priority over the License herein granted. Following the expiration or earlier termination of this License Agreement, Northfield Mountain will not have any obligation to accommodate Licensee's Use.
- C. Licensee acknowledges and agrees that (i) the purpose of the Project is for the generation of electric power; (ii) this License does not affect Licensor's right to alter the level of the Project waters between 176 and 185 feet above sea level as measured at the Turners Falls

Gatehouse, or otherwise continue its use of such waters for its business purposes and Licensor is under no obligation, either direct or implied, to maintain the level of the Project waters at any given point; and (iii) the use of the Property and the exercise of any rights granted hereunder shall not in any way or at any time interfere with any use to which Licensor may put the Project waters or the Property (including, but not limited to, changing the levels of the waters (up or down), by adding or withdrawing water, flooding with water and ice of the Property or any draining of the Project waters) in connection with the operation of the FERC Projects.

- D. Northfield Mountain shall have the right, at any time and without liability or compensation to Licensee, to enter and use the Property for its business purposes, and to install, use, repair, maintain, relocate and remove facilities that presently exist or may in the future be located within the Property as part of Northfield Mountain's business operations.
- E. Northfield Mountain reserves the right to enter upon and use the Property at any time for any purpose, in its sole discretion, including, without limitation, the right to cut and remove wood, brush and timber in connection with the operation of the FERC Projects.
- F. By accepting this License, Licensee releases Northfield Mountain from any and all liability for damages to Licensee's property caused by Northfield Mountain's entry and use of the Property or by exercise of its right to flood and flow water.

8. INDEMNIFICATION.

- A. Licensee hereby agrees to defend, release, indemnify, protect and hold harmless Northfield Mountain, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property from and against any and all loss, cost, damage, or expenses, including attorney's fees, arising out of Licensee's Use or occupancy of the Property, including without limitation all claims or suits for loss or damage to: (i) property of any description (including without limitation Licensee's property) or natural resources, including but not limited to damages alleged by other riparian owners, or (ii) personal injury, sickness or death of any person, including without limitation Licensee and its employees, agents, invitees, contractors and guests. Any future contamination of soil or ground water or violation of environmental laws shall be the responsibility of the party causing the contamination or the violation of environmental laws.
- B. Licensee waives any and all claims for damages it may now or in the future have against any of the Licensor, its affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Property for injuries to persons, or damage to property, including without limitation indirect, incidental and consequential damages, arising out of or traceable to this License, the condition of the Property, or to any use to which Licensor may put the waters of the Connecticut River or the Property, and EXPRESSLY RELEASES such parties from any and all claims, provided the same do not arise out of the gross negligence or willful misconduct of Licensor.

9. LICENSEE'S WARRANTIES.

Licensee warrants that (i) its use of the Property and adjacent waters covered by this License shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use, and (ii) it shall take all reasonable precautions to ensure that the construction, operation and maintenance of all structures, improvements and facilities authorized by this License will occur in a manner that protects the scenic, recreational, and other environmental values of the Project, and (iii) it shall not unduly restrict public access to Project lands and/or waters; and (iv) it will undertake all reasonable measures to ensure that debris, litter, bottles and any other materials are not thrown, dumped or otherwise deposited into the Project waters and will promptly clean up any such items that are in the Project waters and are traceable to its operations.

8. INSURANCE.

- A. For as long as this License is in effect, and as a condition of obtaining access to and use of the Property, Licensee must provide to Licensors a certification of liability insurance coverage with respect to the Facility on Acord form 25 or its equivalent, evidencing commercial general liability insurance, with limits of at least \$1,000,000 per occurrence aggregate for bodily injury and property damage. The insurance certificate must identify the location of the Property.
- B. Where commercial general liability insurance is not available to Licensee, Licensors will accept a homeowner's insurance personal liability rider with limits of at least \$1,000,000 which names the Facility address as the insured location. In this case, a copy of the policy will be provided as proof of insurance.
- C. All insurance policies required to be maintained by Licensee pursuant to this License shall be endorsed to: (i) name Licensors, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage; (ii) require that the insurer endeavor to provide at least thirty (30) days written notice to Licensors prior to any cancellation or material change in any insurance policy; and (iii) provide a waiver of subrogation in favor of Licensors.
- D. Licensee shall guaranty and ensure that its contractors, subcontractors, agents or representatives performing work or services on the Property have obtained insurance coverages at the limits specified in this License. Licensee will be required to provide evidence of compliance with this section promptly when requested by Licensors. Failure to comply with this section may result in Licensors's revocation of this License.

11. DEFAULT AND REMEDIES.

In the event Licensee: (a) fails to fully and completely perform in all material respects all terms, conditions, covenants and promises contained in this License Agreement and such default continues for more than seven (7) days after notice from Northfield Mountain without cure satisfactory to Northfield Mountain, or such other time acceptable to Northfield Mountain as is necessary for Licensee to cure a non-monetary default; (b) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (c) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (d) makes an assignment for the benefit of creditors; (e) abandons its Use of the Property and/or the Facility; or (f) suffers this License to be taken on writ of execution; then Northfield Mountain, in addition to all other

remedies it may have, shall have the immediate right to terminate this License and to require, at its sole discretion, the removal of the Facility and/or all of Licensee's property from the Property. Licensee will at all times during the term of this License keep Northfield Mountain informed of the current name, address, telephone number and other relevant contact information for Licensee.

12. FORCE MAJEURE.

To the extent either party is prevented by Force Majeure, as hereinafter defined, from carrying out, in whole or part, its obligations under this License and such party (the "Claiming Party") gives written notice and details of the Force Majeure to the other party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this License (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, but the period of time to pay shall be extended if Licensee is prevented from paying due to Force Majeure). The party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For purposes of this License, "Force Majeure" shall mean any event or circumstance having an adverse effect upon a party's ability to perform pursuant to this License if such event or circumstance is beyond the party's reasonable control. "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of governmental authorities, and strikes or lockouts which materially affect, impact or impede obligations under this License

13. IMPROVEMENTS AND RESTORATION.

- A. Licensee agrees promptly to remove any Facility or other improvements on the Property that become uninhabitable or unsafe, in the judgment of Licensors, during the term of this License. In the event that Licensee fails to do so within thirty (30) days of receipt of written notice from Licensors directing it to remove an unsafe Facility or improvement, Licensors may conduct such removal at Licensee's expense and shall invoice Licensee for all expenses associated with such removal, which invoice shall be due and payable within thirty (30) days of receipt.
- B. At the termination or expiration of this License, Licensee shall promptly remove the Facility, if any, and all of Licensee's personal property from the Property at the Licensee's sole cost and risk and restore the Property to a safe condition reasonably satisfactory to Northfield Mountain within thirty (30) days of the date of such termination or expiration. Any personal property remaining on or near the Property following such thirty-day period may, at the sole option of Northfield Mountain, be removed by Northfield Mountain without liability to Licensee with respect to such removed property, and all costs for removal, disposal and restoration shall be paid by Licensee. Licensee will be required to reimburse Northfield Mountain for the expenses of such removal, disposal and any required restoration within thirty (30) days from the date of Northfield Mountain's invoice therefor.

14. GENERAL PROVISIONS.

- A. NO WAIVER. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. SECTION HEADINGS. Section headings in this License are for convenience only and shall not affect the interpretation of the provisions hereof
- C. NOTICES. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address below, or at such other address for a party as that party may specify by written notice by: (i) delivery in hand, (ii) postage prepaid, United States first class mail, return receipt requested, (iii) overnight delivery service by a nationally-recognized courier, or (iv) email, provided that a copy of such notice is transmitted to the recipient on the next business day using any one of the preceding delivery methods. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

The mailing addresses of the parties for any such notices are as follows:

Northfield Mountain: Station Operations Manager North
Northfield Mountain
99 Millers Falls Road
Northfield, MA 01360

Fax No.: (413) 659-4459

With a Copy to:

Legal Department
FirstLight Power
111 South Bedford Street, Suite 103
Burlington, MA 01803

Licensee: Licensee
Address

Fax No. or Email Address:

- D. MISCELLANEOUS. This License Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of

the parties and their respective legal representative, successors and permitted assigns; (v) is not intended to inure to the benefit of any third party beneficiary; and (vi) shall be construed without any provision that is found to be invalid or unenforceable to the extent required to give effect to the remainder of its terms.

- E. **APPLICABLE LAW.** This License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action or proceeding by either party to enforce or interpret this License shall be brought in federal or state court, as appropriate, located in Massachusetts, and Licensee hereby irrevocably and unconditionally waives its right to challenge its agreement that all such actions and proceedings shall be filed in federal or state court in Massachusetts. Both parties hereby waive a right to trial by jury in any such action.
- F. **LEGAL FEES.** In the event that a party initiates a legal proceeding to enforce the terms of this License, the prevailing party shall be entitled to recover its legal costs, fees and expenses arising out of such enforcement proceeding.
- G. **NO ESTATE CREATED; PREREQUISITE TO ENTRY.** This License Agreement shall not be construed as creating or vesting in Licensee any easement or interest in the Property, but only the limited right of Use under the License hereinabove described. Licensee shall have no right to enter the Property with respect to the Use until Northfield Mountain has received a fully-executed counterpart of this License and Licensee's evidence of insurance coverage in accordance with the requirements of this License Agreement.
- H. **CONFIDENTIALITY.** Northfield Mountain and Licensee agree that the terms of this License Agreement are considered confidential and proprietary, and may not be disclosed by either Northfield Mountain or Licensee to any third party (except Northfield Mountain's or Licensee's attorneys, contractors and consultants) without the prior written consent of the other party; provided, however, such terms may be disclosed by either party where required by law or by order or direction of any court, commission or other administrative or governmental authority having jurisdiction over the subject matter of the License or the operations and assets of Northfield Mountain or Licensee.
- I. **NO TRANSFER OR RECORDING.** This License is personal to Licensee and shall not be assigned, transferred or recorded by Licensee without the express written consent of Northfield Mountain, which consent may be withheld in Northfield Mountain's sole and absolute discretion. Any breach of the terms of this paragraph shall render this License immediately voidable at the option of Licensor. Licensor's right to void this License under this paragraph shall not be subject to any cure rights provided herein.
- J. **CORPORATE LICENSEE:** If Licensee is a corporation, partnership, limited liability company, trust or other entity, then: (i) each individual executing this License on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of such entity; (ii) Licensee represents that such entity is duly formed and is in good standing in its jurisdiction of formation and in Massachusetts; (iii) Licensee shall maintain its existence and good standing for as long as this License shall remain in effect; (iv) no ownership or beneficial interest in such Licensee shall be assigned or transferred without the prior written consent of Northfield Mountain; and

(v) Licensee shall promptly notify Northfield Mountain of any change in its name, existence, jurisdiction of formation or qualification to do business in Massachusetts. Upon request from Northfield Mountain, Licensee shall deliver evidence of such entity's formation, authorization to do business, authorized officers or other representatives, or other entity information reasonably requested.

- K. INSPECTION. Northfield Mountain reserves the right to inspect the Property to determine whether Licensee is in compliance with the terms and conditions of this License. The failure of Northfield Mountain to inspect the Property shall not relieve Licensee of any obligation to maintain the Property in accordance with the terms and conditions of this License.
- L. EXERCISE OF RIGHTS. Any failure of a party to exercise its rights herein with regard to any particular action of the other shall not be deemed a waiver with regard to any subsequent action of the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

LICENSOR:

**FIRSTLIGHT MA HYDRO LLC AND/OR
NORTHFIELD MOUNTAIN LLC**

By: _____
Name: Nicholas Hollister
Title: Senior Operations Manager North

LICENSEE:

ORGANIZATION NAME

By: _____
Name: Signatory **Name**
Title: _____

EXHIBIT A
[Description of the Property]

That certain property owned by **NORTHFIELD MOUNTAIN LLC**, located in **Northfield, MA**, and described in a deed from FirstLight Hydro Generating Company to Northfield Mountain LLC dated **December**, 2019, and recorded in the Franklin County Registry of Deeds at **Book 7469, Page 77**, given by FirstLight Hydro Generating Company to Northfield Mountain LLC.

*Or (That certain property owned by **FIRSTLIGHT MA HYDRO LLC**, located in **Gill, Massachusetts**, as described in a curative deed dated as of December 13, 2019, and recorded in the Franklin County Registry of Deeds at Book 7469, Page 44, given by FirstLight Hydro Generating Company to FirstLight MA Hydro LLC.)*

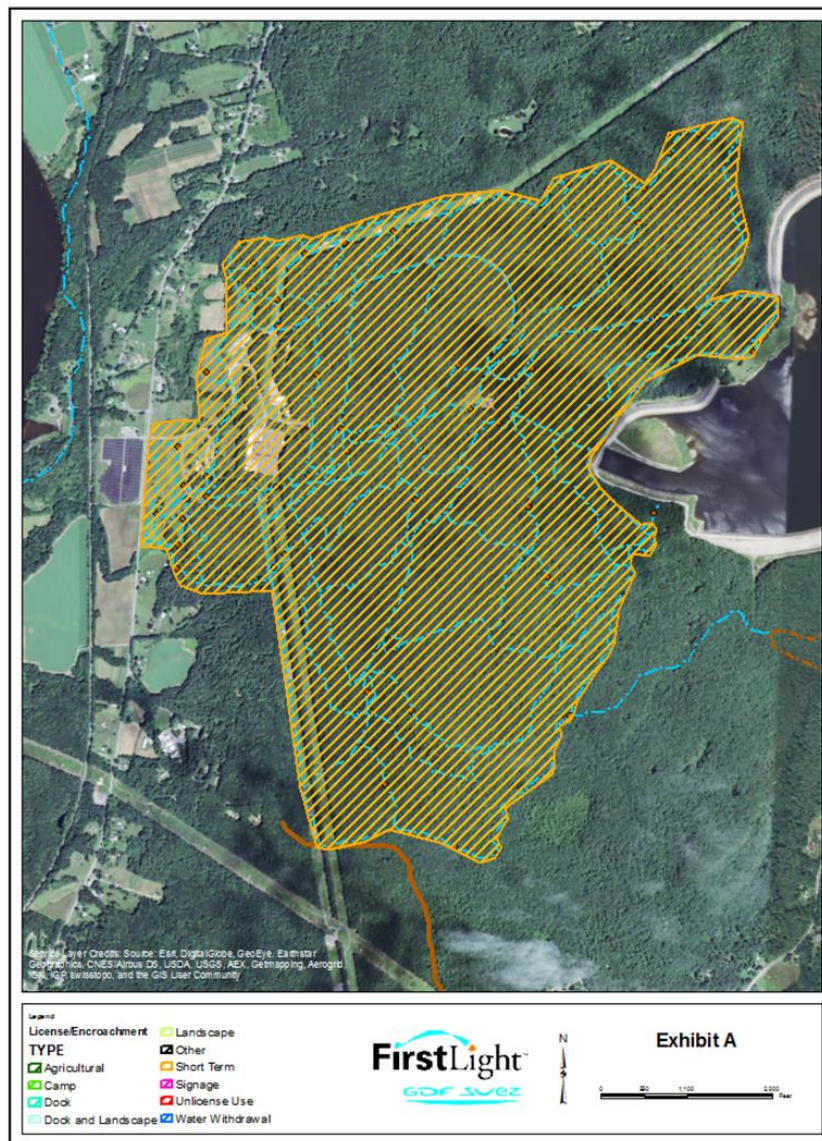


EXHIBIT B
(Short Term Use)

1. USE.

This License is granted to Licensee to **organize, oversee, direct and administer a** _____ on and through the Property.

If Use involves horses, then Exhibit C will show trails (marked in red) and field areas (marked in black hash-marks) from which manure shall be removed, on date of use, prior to Licensee departure.

2. FACILITY.

None.

3. CONDITIONS AND RESTRICTIONS.

A. Licensee shall:

- i. Be solely responsible for any erosion on the Property caused or exacerbated by the Use. In the event that Northfield Mountain determines, in its sole discretion, that erosion within one-hundred feet (100') of the Use on the Property was caused or exacerbated by the acts of the Licensee and Licensee fails to adequately remedy or repair such erosion (the "Erosion Repair") to the reasonable satisfaction of Northfield Mountain within thirty (30) days of Northfield Mountain's notice thereof, then Northfield Mountain may conduct such Erosion Repair at Licensee's cost and expense, and any such charge shall be due and payable to Northfield Mountain within thirty (30) days of the date of the invoice therefor. In addition, Licensor may require Licensee to plant and maintain native vegetation in order to reduce erosion and run-off from the Property into the Connecticut River, which work shall be performed by Licensee at Licensee's expense.
- ii. Immediately cease all work on Licensor's property upon notification from Licensor of a license violation.
- iii. Comply with any and all reasonable conditions imposed by the Licensor from time to time in writing, as the same may be modified and/or amended from time to time by Licensor. Licensor specifically reserves the right to remove unauthorized contractors from the property and shall not be responsible for any costs to Licensee associated with such removal.

B. Except to the extent expressly permitted in this License, Licensee shall not undertake or permit without the prior written consent of Licensor:

- i. any other uses of the Property; or
- ii. any excavation, grading or filling on the Property; or

- iii. construction of any structures, fixtures, improvements or temporary structures, including tents and trailers, on the Property; or
- iv. the removal of any timber, vegetation or plantings, except for any timber, vegetation and plants specifically permitted herein; or
- v. parking or storage, even temporarily of vehicles, materials or equipment on the Property contrary to the terms and provisions of the License until it has received Northfield Mountain's prior written approval; or
- vi. third party contractors to perform work on the Property without the authorization of the Licensor and receipt by Licensor of evidence that the contractor is insured; or
- vii. the application of any fertilizer, pesticides, or herbicides to the Property;
- viii. or the kindling of any fires upon the Property; or

4. TERM.

The Term shall commence on **Month Day, Year, at 9:00 a.m.**, Eastern Time (ET) and will expire **on Month Day, Year, at 5:00 p.m.**, ET, unless sooner terminated as provided in the License Agreement.

The Term hereof may be terminated by either party upon providing seven (7) days prior written Notice by a party to the other party.

5. LICENSE FEE.

Licensee acknowledges and agrees that neither it nor any of its members or affiliates has paid or has agreed to pay to Northfield Mountain any "charge" or "fee" as those terms are defined in Massachusetts General Laws Ch. 21 section 17C, as amended, in exchange for the rights, benefits and access provided by this License Agreement, and that the provisions of MGL Ch. 21 section 17C are applicable to this License and the parties hereto.

EXHIBIT C
(Short Term Use)

