

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”) is entered into by and between the State of Connecticut, Department of _____ (the “State” or the “Licensor”), with a principal place of business at _____, acting by _____, its _____, and the Connecticut Green Bank, a Connecticut quasi-public agency (the “Licensee”), with a principal place of business at 845 Brook Street Rocky Hill, Connecticut 06067, in accordance with and pursuant to the Master PPA. Licensor and Licensee are hereinafter collectively referred to as the “Parties”.

WHEREAS, Licensor has care, custody and control of the property, together with all improvements, buildings and other structures thereon, commonly known as _____ (“Property”);

WHEREAS, the Licensee and the State of Connecticut, acting by its Department of Administrative Services (“DAS”), are parties to that certain Purchase Power Master Agreement dated _____ (the “Master PPA”);

WHEREAS, Licensor and Licensee are parties to that certain Site Specific Power Purchase Agreement (the “Site Specific PPA”, together with the Master PPA, being the “PPA”) which, together with the Master PPA constitutes a fully integrated transaction existing in accordance with its own terms and conditions separate from and independent of all other transactions pursuant to the Master PPA;

WHEREAS, Licensee is a party to the PPA as “Seller” as said term is defined in the PPA;

WHEREAS, Licensor desires to purchase solar generated electric energy from the Licensee under the terms and conditions of the PPA and is designated the “Client Agency” as said term is defined in the PPA;

WHEREAS, Licensee desires to utilize a portion of the Property to install, operate and maintain a solar generating facility, as more particularly described in the PPA (the “SEF”), and has requested Licensor to enter into this Agreement;

WHEREAS, in order to induce the Licensee to enter into the Site Specific PPA, Licensor is providing Licensee an exclusive license for such use to a portion of the Property on such terms and conditions specified herein;

WHEREAS, the execution and delivery of this Agreement has been duly authorized by Licensor pursuant to the Master PPA; and

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. Definitions. Terms not specifically defined herein shall have the meaning ascribed to them in the PPA. The following terms shall have the following definitions:

Contractor means any person or entity that Licensee contracts with to perform work or to provide materials or supplies with regard to the License Area.

Effective Date is defined in Section 13.c.

Encroachment Permit is defined in Section 13.1.

License Area is defined in Section 3.

Licensee is defined in the Recitals.

Licensor is defined in the Recitals.

Parties is defined in the Recitals.

PPA is defined in the Recitals.

Property is defined in the Recitals.

SEF is defined in the Recitals.

State Indemnified Parties is defined in Section 10.a.

Term is defined in Section 4.a.

2. Incorporation by Reference.

This Agreement, both in its form as an Exhibit and as a Final Exhibit, is incorporated into and made a part of the Master PPA and Site Specific PPA. The Master PPA, the Site Specific PPA, this Agreement License, and all documents incorporated therein shall be considered an agreement and a single transaction and single agreement. Notwithstanding the foregoing, except as otherwise provided in this Agreement by specific reference, if any provision contained in this Agreement conflicts with any provision in Master Agreement, the provision contained in the Master Agreement shall govern and control.

3. License.

Subject to the terms and conditions in this Agreement, and any covenants, conditions and restrictions applicable by law and/or recorded against the Property, Licensor hereby grants to Licensee: (i) an exclusive license right to use a portion of the Property (the "License Area") to install the SEF as shown on Attachment A to this Agreement, for the purposes stated in Section 5, and (ii) a non-exclusive license right to access on, under, over, and across the Property for the purpose of accessing the License Area.

4. Term.

- a. The term of this Agreement (the "Term") shall commence on the Effective Date and be in effect until ninety (90) days following the date of expiration or earlier termination of the PPA.

b. Notwithstanding the foregoing, the Term may be extended by mutual agreement of the Parties.

5. Use.

a. The Licensee shall use the License Area solely for the purposes of:

- (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the SEF, as more particularly described in the PPA;
- (ii) performing Licensee's obligations and enforcing Licensee's rights set forth in the PPA;
- (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the SEF to Licensor's electric system at the Property and/or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the SEF; and
- (iv) solar use rights for the free passage of solar irradiation to the SEF.

b. Licensee shall comply with all applicable Federal, State and local, laws, rules, regulations and ordinances, Prudent Utility Practices now or hereafter made with respect to the Property and License Area, and Licensee shall save Licensor harmless from any fines, penalties or costs for violation of or noncompliance with the same.

c. No dangerous explosives or hazardous materials shall be permitted to be brought onto, stored or used in, on or around the Property and License Area, except with the prior consent of Licensor and in compliance with all Federal and State environmental laws, regulations, and/or policies.

d. Licensee agrees that its use of the Property and License Area shall be subject and subordinate to any rules or regulations promulgated by Licensor from time to time concerning the License Area, whether or not attached to this Agreement.

e. Licensee shall be responsible for the costs of all repairs, replacements, deterioration or damages to the Property and License Area and the improvements thereon occasioned by acts or omissions of Licensee, Licensee's officers, agents, employees or invitees, with such replacements or repairs of a quality or class at least equal to the original work or installations. Licensee shall pay any and all costs incurred by Licensor for making such repairs, replacements or upkeep within ten (10) days of Licensor's written demand. The obligations of this provision shall survive the expiration or early termination of this Agreement.

f. Licensee shall not install any equipment or fixtures or make any alterations to the License Area without the written consent of Licensor.

g. Licensee agrees to maintain License Area and the SEF in accordance with the terms and conditions set forth in the PPA.

h. Licensor shall be obligated to maintain the Property and License Area in good, clean and safe condition, as determined by Licensor in its sole discretion.

6. Insurance.

a. Licensee shall comply with all the insurance requirements and obligations imposed on the Seller in the Master PPA, including, but not limited to, maintaining the specific insurance coverages described therein. Licensee shall ensure that all of its Contractors likewise comply.

b. [In addition to the insurance requirements set forth in subsection (a) above, Licensee shall maintain: [Add any additional requirements.]]¹

c. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Assignment.

a. This Agreement is subject to the same assignment rights, restrictions and Financing Party accommodations set forth in Articles 15 and 16 of the Master PPA.

8. Defaults.

a. Events of Default by Licensee. For purposes of this Agreement, a failure to perform any covenant or condition of this Agreement or the PPA on the part of Licensee to be performed or a breach of a representation or warranty by Licensee hereunder or under the PPA shall be deemed an “Event of Default by Licensee” when not cured within the applicable grace period provided for in this Agreement or the PPA.

b. Events of Default by Licensor. For purposes of this Agreement, a failure to perform any covenant or condition of this Agreement or the PPA on the part of Licensor to be performed or a breach of a representation or warranty by Licensor hereunder shall be

¹ Use section if additional coverages are required.

deemed an “Event of Default by Licensor” when not cured within the applicable grace period provided for in this Agreement or the PPA.

c. Notice of Default and Cure Periods.

(i) Upon the occurrence of any event under subsection 8(a) hereof, Licensor shall give notice to Licensee specifying such default. Following its receipt of such notice, Licensee shall have thirty (30) days to cure the default specified in the notice; provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Licensee shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then Licensee shall have a reasonable period of time to complete such performance, but such period shall not exceed one hundred twenty (120) days after receipt of such notice;

(ii) Upon the occurrence of any event under sub-section 8(b) hereof, Licensee shall give notice to Licensor specifying such default and giving Licensor the right to cure such default within thirty (30) days after notice thereof, provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Licensor shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then Licensor shall have time to complete such performance, but not to exceed one hundred twenty (120) days after receipt of such notice.

d. Licensor’s Rights. Following the occurrence of an Event of Default by Licensee, then, in addition to other rights provided herein, but subject to sub-section 8(e), Licensor shall have all rights and remedies available at law or in equity, or the right to terminate this Agreement subject to the cure rights set forth in this Agreement.

e. Consequential Damages. In no event shall any party hereto be entitled to special, indirect, punitive or consequential damages (including lost profits) or any other damages in excess of compensatory damages, provided that this sub-section (e) shall not limit the Licensee’s indemnification obligations under this Agreement with respect to any third party Claims. This section shall survive expiration or earlier termination of this Agreement.

f. Removal of SEF. Upon the expiration or earlier termination of this Agreement, Licensee shall, if instructed to do so by Licensor no later than 30 days after such termination, at its expense, remove all of its tangible property comprising the SEF from the Premises in accordance with Section 6.1(d) of the Master PPA.

9. Notices.

It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

a. be in writing (hardcopy) addressed to:

(i) when the State is to receive such notice:

(ii) when the Licensee is to receive such notice:

Connecticut Green Bank
845 Brook Street Rocky Hill,
Connecticut 06067
Attn: General Counsel

b. be delivered in person or be mailed United States Postal Service "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

c. contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this "official notice" specification is contained.

Further, nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

10. Indemnification.

a. Licensee shall provide the same indemnity to the State and its officers, representatives, agents, servants, employees, successors (collectively being the “State Indemnified Parties”) as Seller has provided to the State Indemnified Parties pursuant to the Master PPA, as set forth in Section 12.3 thereof.

b. This Section 10 shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

11. Audit and Inspection of Plants, Places of Business and Records.

a. Licensee shall be subject to and shall comply with the audit and inspection obligations applicable to the Seller in the Mater PPA, as more particularly described in Section 10.3 thereof.

12. State Contracting Requirements.

a. Licensee shall be subject to and shall comply with all the State contracting obligations applicable to the Seller in the Mater PPA, as more particularly described in Articles 16 thereof.

13. Miscellaneous.

a. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement or Licensee's use of the Property pursuant hereto. In no event shall the relationship between Licensor and Licensee be deemed to be a so called landlord-tenant relationship and in no event shall either party be entitled to avail itself of any rights afforded to landlords or tenants, respectively. In the event of any sale, assignment or transfer of the Property or Licensor's interest therein, Licensor's obligations under this Agreement shall thereafter be automatically binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed Licensor's obligations hereunder and be entitled to receive Licensor's benefits hereunder. A lease of the entire Property shall be deemed a transfer within the meaning of the foregoing sentence. This Agreement is for the benefit of Licensee only and shall not be construed as an easement or other property right and shall in no event run with the land.

b. The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. Licensee waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

c. This Agreement is subject to the following approvals:

(i) approval by the Secretary of the Office of Policy and Management of the State of Connecticut or his/her designee; and

(ii) [Federal Highway Administration approval if location is in right-of-way.]

Licensor shall use reasonable efforts to obtain such approvals. Licensee shall cooperate with Licensor in its efforts to obtain all such approvals, including, but not limited to, providing Licensor with any data, documents, or information that Licensor may reasonably determine to be necessary in obtaining said approvals and meeting with any State of Connecticut representatives, as reasonably requested by Licensor.

Upon the issuance of all of the foregoing approvals, this Agreement shall become effective and binding on Licensor and Licensee (the "Effective Date").

d. This Agreement may not be modified except in writing signed by both Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either Licensor or Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by Licensor and Licensee or an authorized representative of Licensor or Licensee, and approved by those parties identified in Section 13.b. above.

e. The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

f. This Agreement shall not be recorded on the Land Records, however, with Licensor's approval, a short-form notice of license in recordable form and substance reasonably acceptable to the Parties.

g. The failure of Licensor to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

h. If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Agreement 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 term and provision of the Agreement shall be valid and enforced to the fullest extent possible by applicable law.

i. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At Licensee's request, Licensor shall provide a copy of these orders to the Licensee.

j. Each Recital and Exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

k. Licensee agrees that the sole and exclusive means for the presentation of any claim against Licensor arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State), and Licensee further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

l. *[(For CTDOT – if location is in the highway right of way...Encroachment Permit. Licensee agrees that no improvements that Licensee may want to undertake shall be undertaken until written approval is received from an authorized representative of the State and, if appropriate, the Federal Highway Administration. Licensee agrees that as an integral part of the process of obtaining the above-mentioned written approval, Licensee*

shall apply for and, if the application is granted, shall comply with a permit or permits (each an "Encroachment Permit") issued by Licensor in conformance with all pertinent provisions of the current Encroachment Permit regulations, including amendments thereto. Licensee must contact the Special Service Section Chief of the State's District ____ Maintenance Office, at (____) ____ - _____, to apply for the Encroachment Permit (appropriate contact information to be inserted based on location).]

[Signature page immediately follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as set forth below.

LICENSOR:

STATE OF CONNECTICUT

By: _____

Date signed: _____

Its _____

Duly Authorized

LICENSEE:

CONNECTICUT GREEN BANK

By: _____

Date signed: _____

Its President and CEO

Duly Authorized

Approved:

OFFICE OF POLICY AND MANAGEMENT:

By: _____

Date signed: _____

Its Secretary (or designee)

ATTACHMENT A

LICENSE AREA