

LICENSE AGREEMENT FOR ACCESS TO NATIONAL GRID GENERATION LLC PROPERTY

This License Agreement (this “Agreement”) is made this 10th day of July, 2026, by and between **NATIONAL GRID GENERATION, LLC** (“National Grid”), a New York limited liability company with its principal place of business at 175 East Old Country Road, Hicksville, New York 11801 (hereinafter referred to as “Licensor”) and the **NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION** (hereinafter referred to as “Licensee”), having its principal office at 625 Broadway, Albany, NY 12233-7017.

WHEREAS, Licensor is the fee owner of a certain parcel of real property located at 3 Cove Hollow Road, East Hampton, New York, which is more particularly described on the Suffolk County Tax Maps as tax parcel Section 185 Block 2 P/O Lot 2, hereinafter referred to as the “Property.”

NOW THEREFORE, Licensor hereby consents, insofar as it lawfully may without covenant or warranty of any kind, express or implied, to the entrance upon, and access to, the Property by employees, representatives, contractors, consultants, and agents acting at the direction of Licensee (which are collectively and individually included within the meaning of “Licensee”), for the sole purpose of implementing the Work, as defined herein. The Work shall be implemented in accordance with the work plan, which shall incorporate Licensor’s comments provided to Licensee on July 9, 2026, included in **Attachment A** (the “Work”).

Licensee and Licensor agree that each occasion of entrance upon the Property pursuant to the access granted by this Agreement, and every activity performed in connection therewith, shall be carried out subject to the following enumerated terms and conditions.

1. Each individual employee, agent, contractor, or representative of Licensee who enters upon the Property in furtherance of the activities authorized by this Agreement and are necessary to perform the Work shall be provided with a copy of this Agreement or otherwise specifically informed as to the limitations on on-site activity enumerated below.
2. With reference to each occasion of sampling of any media located on Licensor's Property, Licensee, consistent with the requirements of Section 27-1309(4) of the New York State Environmental Conservation Law (“ECL”), will promptly provide Licensor with copies of all reports, sampling data and all analytical results, both validated and unvalidated, to the attention of Licensor's representative specified in Paragraph 6 below. Upon request by Licensor, Licensee shall provide split samples of media collected at the Property by Licensee in accordance with Section 27-1309(4) of the ECL.
3. It is understood and agreed that no vested right in Landlord’s Property is hereby granted or conveyed, and Licensee recognizes that the access

authorized by this Agreement is granted subject to any and all outstanding leases, tenancies, easements, licenses, encumbrances, liens, conditions, restrictions and/or reservations which apply to Landlord's ownership of the Property. Specifically, Licensee shall not perform any Work within the area designated as Lease Area B as shown in **Attachment B**, and Licensee shall comply with all requirements of the Conservation Easement included as **Attachment C**.

4. All rights granted hereunder shall be subject and subordinate to:
 - (a) The paramount right of Licensors to occupy and use the whole or any part or parts of its Property.
 - (b) The right of Licensors to authorize the occupancy or use by others of any portion or portions of the Property for any purpose or purposes whatsoever.
5. Licensee has informed Licensors that the Work will commence after both Licensee and Licensors have executed this Agreement, and shall be completed no later than December 31, 2026. Licensee's entry onto the Property shall be during normal business hours unless written agreement is reached with Licensors to provide access to the Property at other times. No vehicles or motorized equipment shall be allowed to access the Property pursuant to performance of the Work except as authorized by Licensors in writing, which authorization shall not be unreasonably withheld, conditioned, or delayed.
6. Licensee shall provide notice to Licensors: (i) no later than five (5) days prior to accessing the Property to commence Work; and (ii) upon completion of the Work and the restoration required hereunder ("Notice"). Such Notice shall be provided to the appropriate people listed below:

Contact Name: Linda D. Sullivan
Email Address: Linda.Sullivan@nationalgrid.com

and

Contact Name: Zachary Thomas
Email Address: Zachary.Thomas@nationalgrid.com

Such Notice shall only be deemed effective upon acknowledgment of receipt by the parties listed herein.

7. At least two (2) business days prior to accessing the Property to commence Work, Licensee shall contact 811 Digsafe and ensure compliance with all applicable requirements prior to performing any invasive activities on the Property. All Work will be conducted in a manner meant to minimize, to the extent practicable, interference with the use or occupancy of the Property by others authorized to use the Property by Licensor.
8. Licensor, at its election, may have an inspector present whenever any activities are conducted pursuant to this Agreement, and such inspector shall have the right and authority to require the modification or cessation of any such activities when, in his or her judgment, such activities are not being conducted in conformance with the provisions of this Agreement, are contrary to or in excess of the purposes set forth in the Work, or are being conducted in a manner which presents a danger to any person or an unreasonable risk of harm to Licensor's easements, facilities or equipment. The presence or absence on any occasion of any inspector on behalf of Licensor shall not constitute a waiver of this provision as to any subsequent occasions of access.
9. Intentionally omitted.
10. Intentionally omitted.
11. Licensee agrees that it will not take, or cause to be taken, any action that will interfere with or adversely affect Licensor's operations on the Property. Licensee shall conduct its activities on the Property in such a manner as to:
 - (a) Not restrict access by Licensor's trucks and equipment;
 - (b) Not restrict, alter, or otherwise affect drainage patterns;
 - (c) Not alter, damage, or interfere with Licensor's facilities and/or equipment;
and
 - (d) Not prevent or restrict vehicular traffic along any right of way.
12. Entrance to and access upon the Property shall be gained by use of existing roads where reasonably practicable and Licensor shall use reasonable efforts to obtain all necessary access rights from third parties.
13. Licensee shall complete the Work at no cost to Licensor; provided, however, that this does not constitute a waiver of any rights the Licensor may have to recover such costs from any responsible party, pursuant to relevant provisions of statutory or common law.
14. In performing the Work, Licensee shall comply with all applicable federal, state, and local laws, including municipal ordinances, as well as with all applicable rules, regulations, orders, and other governmental mandates, and, if requested by Licensor, shall provide a written statement of such compliance.

15. All Work performed by Licensee upon the Property shall be limited to and shall be performed consistent with the Work described in and as shown on **Attachment A**. Licensee shall notify Licensor of any proposed modifications to the Work applicable to the Property. Any such modifications require Licensor's prior written consent before they may be implemented. Licensor's consent shall not be unreasonably withheld, conditioned, or delayed.
16. Subject to the availability of lawful appropriations, and as provided by New York State's Court of Claims Act and Section 17 of the New York State Public Officers Law, Licensee hereby agrees to indemnify, defend and hold harmless Licensor for any and all claims, damages, costs, judgments, penalties, fees and expenses, and causes of action in law or equity, including without limitation reasonable attorneys' fees, arising from any negligent act or omission of Licensee and/or Suffolk County Department of Health Services (the "SCDHS") arising out of or attributable to the Licensee's and/or SCDHS's use of and access to the Property for performance of the Work.

In cases where such delivery is required, Licensee's duty to indemnify, defend and hold harmless Licensor shall be conditioned upon delivery to the State Attorney General by Licensor of the original or a copy of any summons, complaint, process, notice, demand, or pleading.

Licensee, for and on behalf of its employees, agents, consultants, contractors and subcontractors, hereby releases Licensor from any liability directly arising from the use of and access to the Property, to the extent said liability is directly attributable to any negligent act or omission of Licensee and/or SCDHS, their employees, agents, consultants, contractors and subcontractors.

This paragraph shall survive the termination of this Agreement and the revocation of the rights granted to Licensee hereunder.

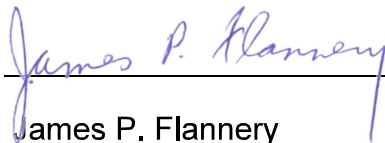
17. Licensee's contractor shall obtain and deliver satisfactory evidence of insurance coverage in the amounts and coverage types as set forth in **Attachment D**. Licensee's contractor will include Licensor and SCDHS as additional insured parties on its comprehensive general liability insurance policy. Licensor will cooperate with Licensee in pursuing with the insurer any claim that may arise.
18. Licensee shall restore the Property to a condition consistent with that which existed prior to Licensee's entry pursuant to this Agreement upon the Property.
19. Pursuant to Environmental Conservation Law ("ECL") 27-1309(3), Licensee hereby authorizes SCDHS to enter the Property to observe the Work and take split soil and groundwater samples collected by Licensee. SCDHS shall not perform intrusive activities at the Property pursuant to Licensee's authorization or under the terms of this Agreement.

20. The rights, privileges, duties, and obligations of the parties hereto under this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said parties, respectively.
21. This written Agreement contains the sole and entire Agreement between the parties and cannot be altered or amended except by the written consent of both parties.
22. Notwithstanding any provisions to the contrary in this Agreement, neither party hereto shall be deemed to have waived any privilege or any other defenses that it may have based upon any information, oral or otherwise, disclosed, revealed, given to either party by the other, or otherwise made known, as a result of the activities arising from this Agreement.
23. Except as provided in Paragraphs 13 and 16 above, nothing in this Agreement in any way estops, bars, or otherwise prevents the parties hereto from asserting any and all claims against each other or against any third party regarding environmental conditions on or around the Property, and nothing herein shall be construed as a waiver of any cause of action, claim, demand, or defense the parties hereto might otherwise have under statutory law, common law, or otherwise against each other or against any third party.
24. Except as provided in Paragraphs 13, 16, and 17 above, this Agreement shall terminate upon completion of the Work or on December 31, 2026, whichever comes first, unless the parties agree to renew this Agreement for an additional term.
25. Licensors and Licensees agree that the terms and conditions specified herein are acceptable to each party and so indicate by signing this Agreement in the space designated below. Each party certifies that the signatory representative is duly authorized to sign this Agreement on its behalf.
26. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or electronic signature) or other transmission method. Written notices and other communications required by this Agreement may likewise be delivered via facsimile, electronic mail, or other transmission method.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the effective date provided below.

LICENSOR:
NATIONAL GRID GENERATION, LLC

By: 
Print: James P. Flannery
Title: Vice President
Date July 10, 2026

LICENSEE:
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

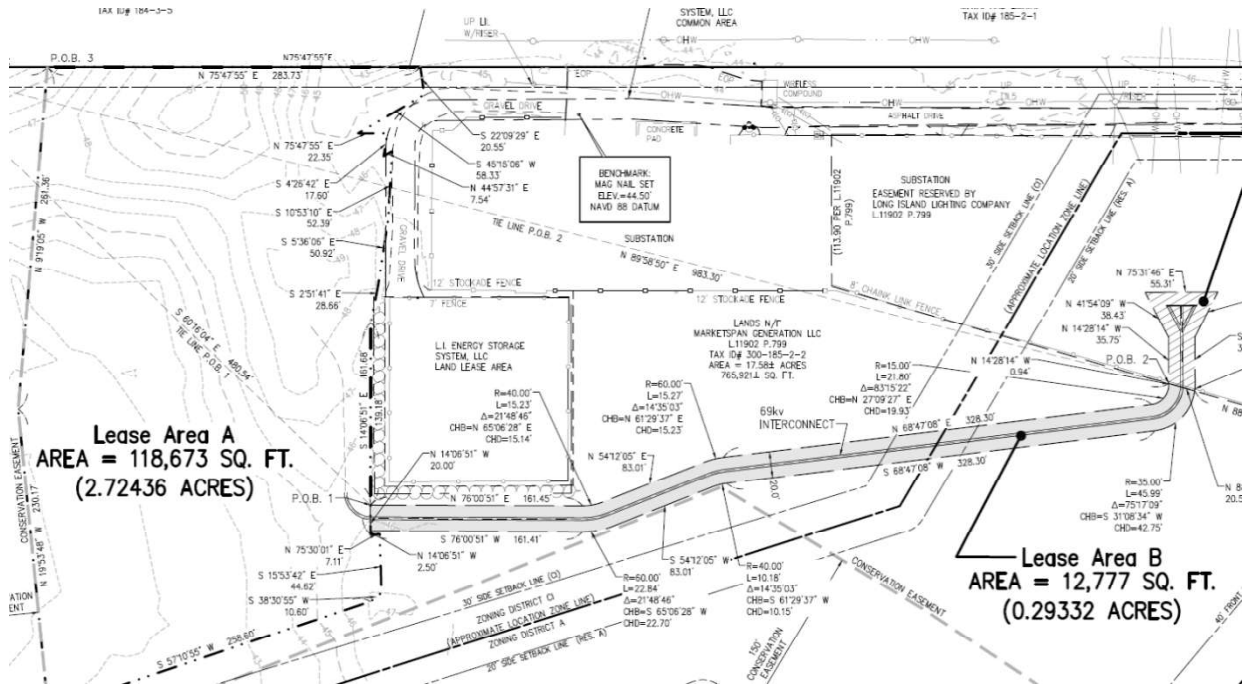
By: 
Print: Andrew Guglielmi
Title: Director, Division of Environmental Remediation
Date July 10, 2026

Attachment A

Work Plan

Attachment B

Lease Area B



Attachment C

Conservation Easement

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is granted this 23rd day of October, 2017 by **NATIONAL GRID GENERATION LLC** ("National Grid"), A New York limited liability company with offices at 175 East Old Country Road, Hicksville, New York 11801 to **THE TOWN OF EAST HAMPTON**, a municipal corporation having its offices at 159 Pantigo Road, East Hampton, New York 11937 ("Town").

RECITALS

WHEREAS, National Grid is the owner in fee of certain real property (the "Property") comprising 17.58 acres $\pm$ and located in the Town of East Hampton, Suffolk County, New York. The Property is more particularly described as tax map ID number 185-2-2. National Grid's deed to the Property is recorded at Liber 11902, page 799; and

WHEREAS, National Grid plans for construction of a new battery energy storage facility and system (the "Improvements"); and

WHEREAS, Section 247 of the New York State General Municipal Law authorizes designated governmental bodies, including Towns, to acquire fee title or lesser interests in land, including development rights, easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of open spaces and natural and scenic resources; and

WHEREAS, the Town Planning Board identified certain potential impacts from the proposal to construct a new battery storage facility and system on the Property and National Grid agreed to submit a conservation easement to provide an area of natural screening of the proposed improvements from neighboring residential development; and

WHEREAS, in furtherance of the Town's policies and in accordance with Section 247 of the General Municipal Law, Grantee wishes to accept this Conservation Easement, and National Grid intends to grant and release unto the Town, in perpetuity, a conservation easement over and upon certain portions of the Property (the "Easement Area"), in order that the Easement Area shall remain substantially in its natural condition forever; and

WHEREAS, the Easement Area comprises a total of 6.339 acres of vacant land and is shown on the map entitled " Map of Property Situated at East Hampton" made by Land Design Associates, dated October 5, 2016; and

WHEREAS, a metes and bounds description of the Easement Area is attached to this Easement as Exhibit "A" and made a part hereof; and a survey of the Easement Area is attached to this Easement as Exhibit "B" and made a part hereof.

NOW THEREFORE, for good and valuable consideration as set forth above, and in consideration of the terms, conditions, and restrictions contained herein, National Grid does

hereby grant and convey unto the Town, this Easement in perpetuity over the Easement Area of a nature and character and to the extent hereinafter set forth.

1. General. On the Easement Area there shall be no future removal of natural materials including any sand, gravel, peat or other minerals for any purpose, nor shall any such materials be placed thereon for any purposes, and there shall be no alteration of the topography and the natural contours of the property, which shall remain generally undisturbed.

2. Trees/Vegetation. On the Easement Area there shall be no clearing, burning, cutting or destroying of trees or vegetation, except removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster. There shall be no planting or introduction of non-native or exotic species of trees or other vegetation.

3. Uses. No agricultural, industrial, or commercial activity shall be undertaken or allowed on the Easement Area.

4. Structures. There shall be no construction, erection, or placement, above ground, of any of the following: buildings, billboards, fences or any other structures, which shall include trailers, mobile homes or recreational vehicles, whether temporary or permanent, telecommunications towers or antennas, on the Easement Area.

5. Roads. There shall be no construction of roads, trails or walkways on the Easement Area.

6. Vehicle Use. There shall be no driving or use of any mechanical conveyance which may alter or impair the natural contour of the Easement Area or its natural vegetation, except that motor vehicles may be used in case of emergency, for law-enforcement purposes, or to perform mitigation activity.

7. Reserved Rights. The restrictions set forth in this Easement are created solely for the protection of the Easement Area, and for the consideration and values set forth above, and National Grid reserves the ownership of the fee simple estate upon the Easement Area and all rights appertaining thereto, including the right to engage in all acts or uses not prohibited by this Easement and not inconsistent with the conservation purposes hereof. It is expressly understood and agreed that the terms of this Easement do not grant or convey to members of the general public any rights of ownership, entry or use of the Easement Area.

8. Recording. National Grid shall record this Easement in the records of the Suffolk County Clerk to insure that this Easement is indexed against the Easement Area.

9. Compliance Inspections. Town of East Hampton Building Inspectors shall have the right to enter and go upon the lands of National Grid to inspect the Easement Area and take actions necessary to verify compliance with the restrictions set forth in this Easement, with reasonable advance written notice to National Grid.

10. Enforcement. National Grid hereby grants to the Town a discretionary right to enforce the restrictions set forth in this Easement in a judicial action against any person or other entity

violating or attempting to violate these restrictions; provided, however, that no violation of these restrictions shall result in a forfeiture or reversion of title.

11. Notice to Permitting Authorities. National Grid (to include any successor to National Grid) shall provide at least 60 days' advance notification to the Town before any action is taken which will affect this Easement, including transfer of title to, or establishment of any other legal claims over, the Easement Area. In the event of intended conveyance of any real property interest in the Easement Area, National Grid shall provide with such notification the full names and mailing addresses of all grantees.

12. Property Transfers. National Grid shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictions): NOTICE: This Property is subject to a Conservation Easement recorded at *[insert book and page references, county, date of recording]*.

13. Severability Provision. Should any separable part of these restrictions be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, National Grid has duly executed this Easement on the date written above.

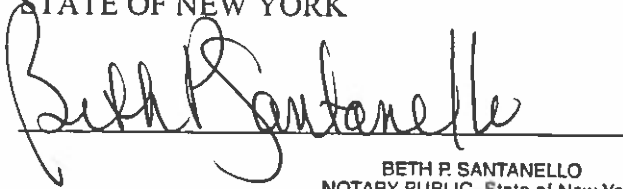
NATIONAL GRID GENERATION LLC,

By: James P. Flannery
Name: James P. Flannery
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 23rd day of October in the year 2017, before me personally appeared James F. Flannery, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
STATE OF NEW YORK

A handwritten signature in cursive script, reading "Beth P. Santanello", written over a horizontal line.

BETH P. SANTANELLO
NOTARY PUBLIC, State of New York
No. 01SA6197484
Qualified in Nassau County
Commission Expires December 1, 2020

Exhibit "A"
(metes and bounds description of the Easement Area)

All that certain plot, piece or parcel of land, situate, lying and being in East Hampton, Town of East Hampton, County of Suffolk and State of New York, bound and described as follows:

Of the west side of Cove Hollow Road and the south side of the Long Island Railroad Montauk Line, running thence in the westerly direction S48°54'30"W 184.45', thence S38°55'10"W 559.84' to the point or place of beginning.

THENCE South 38 degrees 55 minutes 10 seconds West for a distance of 14.70 feet

THENCE South 15 degrees 06 minutes 50 seconds West for a distance of 149.50 feet

THENCE North 49 degrees 37 minutes 30 seconds West for a distance of 58.60 feet

THENCE North 51 degrees 42 minutes 40 seconds West for a distance of 111.55 feet

THENCE North 57 degrees 51 minutes 10 seconds West for a distance of 92.75 feet

THENCE North 60 degrees 09 minutes 00 seconds West for a distance of 100.34 feet

THENCE South 67 degrees 03 minutes 40 seconds West for a distance of 360.31 feet

THENCE South 06 degrees 36 minutes 20 seconds East for a distance of 301.48 feet

THENCE South 66 degrees 45 minutes 20 seconds West for a distance of 107.29 feet

THENCE North 85 degrees 42 minutes 20 seconds West for a distance of 146.77 feet

THENCE North 07 degrees 02 minutes 10 seconds West for a distance of 687.18 feet

THENCE North 03 degrees 32 minutes 30 seconds East for a distance of 262.07 feet

THENCE North 88 degrees 39 minutes 30 seconds East for a distance of 100.36 feet

THENCE South 03 degrees 32 minutes 30 seconds West for a distance of 261.36 feet

THENCE South 07 degrees 02 minutes 10 seconds East for a distance of 261.88 feet

THENCE North 67 degrees 03 minutes 40 seconds East for a distance of 547.15 feet

THENCE South 60 degrees 09 minutes 00 seconds East for a distance of 177.79 feet

THENCE South 57 degrees 51 minutes 10 seconds East for a distance of 103.80 feet

THENCE South 51 degrees 42 minutes 40 seconds East for a distance of 119.47 feet TO THE
POINT OR PLACE OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record.

Said property contains 6.339 acres .276131.32 sq. ft.

Exhibit "B"
(survey of the Easement Area)
[See separate attachment]

Attachment D

Insurance Requirements

From the effective date of this Agreement, through expiration, termination or longer where specified below, Licensee shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to the National Grid affiliates and their respective agents, employees, directors and other parties that the National Grid may identify*) and issued by reputable insurance companies, acceptable to National Grid with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include **“National Grid Generation LLC, National Grid (US) Holdings Ltd., and its direct parent, subsidiaries, affiliates, successors, and assigns”** (collectively, the “Insured Entities”) as Additional Insureds. Waiver of Subrogation, where required below shall be in favor of such Additional Insureds/Insured Entities for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by Licensee.

1. **Risk of Loss (Equipment/Materials)** – The Licensee shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody, and control.
2. **Commercial General Liability (CGL) Insurance**, covering all operations, work and/or provision of services performed by or on behalf of Licensee under or in connection with this Agreement, at minimum limits of:

\$1,000,000 limit “per occurrence” – Bodily Injury/Property Damage
\$2,000,000 limit – Product/Completed Operations
\$2,000,000 limit - General Aggregate
\$1,000,000 limit- Personal and Advertising Injury
\$1,000,000 limit- Damages to Premises Rented to You Limit

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of “Insured Contract”), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. Must use CG 2010 and CG 2037 (or equivalent) for Additional Insured endorsements.*

3. **Automobile Liability Insurance:** Covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of Licensee under or in connection with this Agreement at minimum limits of:

\$1,000,000 combined single limit “each accident”

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon National Grid's review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

4. **Statutory Workers' Compensation and Employer's Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this Agreement. The employer's liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the **US Longshoreman & Harbor Workers' Compensation Act of 1927 and Jones Act of 1920.**

In the event Licensee is a **Sole Proprietor** that is exempt from maintaining Statutory Workers' Compensation/Employer's Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer's Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

5. **Umbrella Liability or Excess Liability Insurance**, providing broad "follow form" excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer's Liability coverages outlined within this Agreement, at **minimum** limits of:

\$4,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon National Grid's review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

6. **Contractor's Pollution Liability ("CPL") Insurance:** *(if applicable)* – Should Licensee acting in the capacity as a Contractor or hires a Contractor to complete work and/or services on their behalf, the respective party shall maintain CPL insurance to cover any sudden and gradual pollution incidents that may arise out of, under, or in connection with this Agreement including any and all Work and/or Services to be performed by or on behalf of Contractor, including but not limited to: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not be

physically injured or destroyed; and (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages. This coverage shall carry a minimum limit of:

\$1,000,000 limit - “Per Incident/Aggregate”

Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above, if such coverage is applicable.

7. **Professional Liability Insurance**, *(if applicable)*, providing coverage for negligent acts, errors, and omissions (including when applicable, Technology errors and omissions), in an amount of \$1,000,000 “per claim” to protect National Grid from losses arising out of the use of Contractor’s or its subcontractor’s product or failure to render services.

Should coverage be written on a “Claims Made” form, Contractor or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above, if such coverage is applicable.*

8. **Third (3rd) Party Crime Insurance**, *(if applicable)*, covering theft of National Grid’s property by electronic means and for any dishonest acts that may be committed by a Consultant’s employee(s) against National Grid, in an amount no less than \$1,000,000 “per occurrence”. *If coverage is applicable, Loss Payee status required from this policy for the Insured Entities outlined above.*

9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance**: (if equipment will be used in course of agreement), covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones on National Grid property, at minimum limits of \$5,000,000 “per occurrence”. Such requirement could also be met outlining the same terms under an endorsed Aircraft Liability policy. If coverage is applicable, Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.

10. **Protection & Indemnity/Commercial Watercraft Insurance**: *(if equipment will be used in course of agreement)*, providing Protection & Indemnity coverage for third-party liability related to bodily injury and property damage arising out of the use of such vessel while on National Grid property, at minimum limits of \$1,000,000 “per occurrence”. *If coverage is applicable, Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

11. **For Tenants/Licensees/Lessees of Real Property** *(if applicable)*: Evidence to Insured Entities a Commercial Property “All Risk” or Business Owners (BOP) policy covering all personal property of every description, owned or brought into or onto the premises by Licensee, its employees, agents, contractors, tenants, subtenants or assignees. In addition, policy shall include coverage(s) for business interruption/extra expense equal to at least

12 months' rent or business income. It is understood that such insurance shall include, but not be limited to coverage for improvement/betterments, fixtures, fittings, furniture, inventory, equipment, and other personal property (collectively, National Grid Property), in an amount not less than one hundred percent (100%) of full replacement cost.

- Such policy shall include an endorsement outlining Insured Entities as a Loss Payee on the policy;
- For any leases involving construction-related work, National Grid reserves the right to request additional insurance to cover the course of construction (i.e., Builders Risk policy) which will be required under separate insurance requirements;
- Deductibles: Deductibles on all Licensee's insurances in excess of Fifty Thousand Dollars (\$50,000) shall be subject to National Grid approval (not to be unreasonably withheld or delayed).

- 12. Self-Insurance:** If approved in advance by National Grid's representative, proof as a qualified self-insurer will be acceptable in lieu of securing or maintaining one or more of the coverages required in this Insurance Exhibit. Such proof shall come in the form of a signed self-insurance letter on Licensee's letterhead, in a format provided by National Grid and shall become part of this insurance provision by reference herein.

With respect to Workers' Compensation, such evidence shall consist of a current self-insured certification form approved by the State in which the terms of this Agreement will be executed.

- 13. Other Coverage(s)/Compliance:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Licensee shall comply with any governmental site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third-party property owner on which Licensee's work activities associated with this Agreement may be taking place as required by law or permit.

- 14. Subcontractors.** In the event that Licensee uses a subcontractor(s) in connection with providing any services as outlined under this Agreement, the Licensee shall require all such subcontractor(s) to provide the required coverages and protections as outlined under Paragraphs 1-10 of this insurance exhibit.

- 15. Intentionally deleted.**

- 16. Subrogation Rights:** To the extent Licensee's insurance carriers will not waive their right of subrogation against the Insured Entities as required in the outset of these requirements, the Licensee agrees, to the extent permitted by law, to indemnify the Insured Entities for any subrogation activities pursued against them by the Licensee insurance carriers.

However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors, or agents.

- 17. Certificate(s) of Insurance.** Prior to providing any services, Licensee (and when applicable, its Contractors) shall promptly issue to National Grid certificate(s) of insurance and any requested endorsements (include any renewal thereof), evidencing all coverages and required protections (Additional Insured and Waiver of Subrogation where applicable) utilizing the address outlined by National Grid in this Agreement, with digital copies only being emailed to National Grid's Risk and Insurance Department at: RiskandInsurance@nationalgrid.com. Failure to furnish the required certificate(s) of insurance and endorsements would not relieve Licensee from any liability obligations outlined under this Agreement.

Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30-days prior written notice will be provided to National Grid in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by National Grids Risk & Insurance Department.

- 18. Reservation of Rights.** Should any policy(ies) be canceled at any time during the term of this Agreement and Licensee fails immediately to procure other insurance as specified, National Grid reserves the right to procure such insurance and to invoice Licensee or void this Agreement.
- 19. Accident Reports.** Licensee shall furnish National Grid's Risk & Insurance Department with copies of any accident report(s) sent to Licensee's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 20. Full Policy Limits.** Licensee represents that it has full policy limits available and shall notify National Grid's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or conditional change to policies.
- 21. No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of Licensee's responsibility for payment of damages or its indemnification obligations under this Agreement.