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June 20, 2017

Via Electronic Mail & Hand Delivery

Pamela Monroe, Administrator
New Hampshire Site Evaluation Committee
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

**Re: Site Evaluation Committee Docket No. 2015-06
Joint Application of Northern Pass Transmission LLC and Public Service Company
of New Hampshire d/b/a Eversource Energy (the "Applicants") for a Certificate of
Site and Facility
Lease between Bayroot LLC and Renewable Properties, Inc.**

Dear Ms. Monroe:

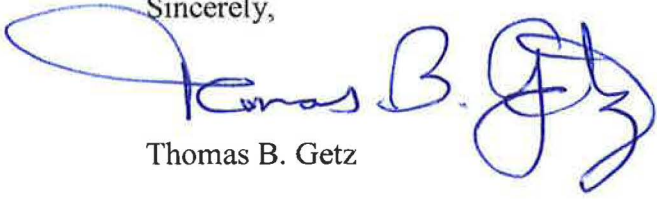
Enclosed please find an original and one copy of the Ground Lease Agreement ("Lease") between Bayroot LLC ("Bayroot") and Renewable Properties, Inc. ("RPI") requested by Subcommittee Member Weathersby during the hearing in this proceeding on June 2, 2017. Inasmuch as the Lease contains confidential, commercial or financial information covered by RSA 91-A:5, IV, the Applicants submit herewith a motion for protective order and confidential treatment. Please note that the Lease has been provided as part of discovery in this proceeding to those parties that have signed an agreement for protective treatment with the Applicants. Finally, a thumb drive containing the Lease will be hand delivered to the Site Evaluation Committee as well.

In addition, enclosed please find with respect to the Lease, the Notice of Lease pursuant to RSA 477:77-a, and the Amended Notice of Lease pursuant to N.H. RSA 477:7-a, which were filed with the Coos County Registry of Deeds on November 16, 2012, and June 13, 2017, respectively. Please note that the Notice of Lease was previously provided to all parties to the proceeding through discovery by uploading to ShareFile in response to Counsel for the Public Data Request 1-3 and that the Amended Notice will be uploaded to ShareFile as well.

Please contact me directly should you have any questions.

NPT -- Lease
June 20, 2017
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Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas B. Getz". The signature is stylized with a large initial "T" and a prominent "G".

Thomas B. Getz

TBG:slb

Enclosure

**THE STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE**

SEC DOCKET NO. 2015-06

**JOINT APPLICATION OF NORTHERN PASS TRANSMISSION LLC &
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY
FOR A CERTIFICATE OF SITE AND FACILITY**

**MOTION FOR PROTECTIVE ORDER AND CONFIDENTIAL TREATMENT
RENEWABLE PROPERTIES, INC. AND BAYROOT LLC
GROUND LEASE AGREEMENT**

NOW COME Northern Pass Transmission LLC and Public Service Company of New Hampshire d/b/a Eversource Energy (the "Applicants") by and through their attorneys, McLane Middleton, Professional Association, and respectfully request that the Site Evaluation Committee ("SEC" or "Committee") issue a protective order to preserve the confidentiality of proprietary and confidential business information relating to the Ground Lease Agreement between Bayroot LLC and Renewable Properties, Inc. (the "Lease"). In support of their Motion, the Applicants state as follows:

1. During the final adjudicatory hearings on June 2, 2017, Committee Member Patricia Weathersby requested that the Applicants provide a copy of the Lease between Northern Pass (in actuality, Renewable Properties, Inc., or "RPI") and Bayroot LLC ("Bayroot"). As discussed below, the Lease contains confidential, commercial or financial information, for which the Applicants request that the Committee issue a protective order. As also noted below, the Applicants already provided a copy of the Lease to all parties in this docket that have signed a confidentiality agreement.

2. Governmental records, as defined by RSA 91-A:1-a, are generally made available for public inspection pursuant to the Access to Governmental Records and Meetings Statute

(a.k.a. the Right-to-Know Law). *See* RSA 91-A:4; *see also* N.H. Admin Rule Site 104.01.

There are certain exemptions, however, from the requirement that public agencies or public bodies produce government records. One such exemption applies to “confidential, commercial, or financial information . . . and other files whose disclosure would constitute invasion of privacy.” RSA 91-A:5. The Applicants ask that the Committee treat the information described below as confidential pursuant to RSA 91-A:5. *See also* Site 104.01(b) (presiding officer or chairman may protect documents that are exempt from disclosure pursuant to RSA 91-A:5).

3. The Applicants seek a protective order and confidential treatment for proprietary business information as it relates to specific confidential terms of the Lease and confidential financial information relating to the Lease payments from RPI to Bayroot. Among other things, Article III of the Lease sets forth the initial Lease term payments and additional payments based on other contingencies.

4. As stated above, RSA 91-A:5, IV provides, in relevant part, that records pertaining to “confidential, commercial, or financial information” are exempt from public disclosure. “The terms ‘commercial or financial’ encompass information such as ‘business sales statistics, research data, technical designs, overhead and operating costs, and information on financial condition.” *See Union Leader Corp. v. New Hampshire Housing Finance Authority*, 142 N.H. 540, 553 (1997).

5. The SEC has routinely recognized that confidential treatment should be granted to competitively sensitive or proprietary information under the 91-A:5 exemption for “confidential, commercial, or financial information.” *See, e.g., Order on Pending Motions and Further Procedural Order*, Application of Groton Wind, LLC, NH SEC Docket 2010-01 (Dec. 14, 2010) (granting confidential treatment for financial statements and the applicant’s capacity factor

profile); *Order on Partially Assented-to Motion for Protective Order and Confidential Treatment for Certain Confidential, Commercial, and Financial Documents*, Application of Laidlaw Berlin BioPower, LLC, NH SEC Docket 2009-02 (June 9, 2010) (granting confidential treatment for business plans and financial models because disclosure of the information could negatively affect the applicant's competitive position in the renewable energy market); *Order Granting Applicant's Motion for Protective Order and Approving Procedure for Treatment of Confidential, Commercial, or Financial Information*, Application of Granite Reliable Power, NH SEC, Docket 2008-04 (Nov. 4, 2008) (granting confidential treatment for commercially sensitive and proprietary financial information to avoid an adverse effect upon the applicant's ability to successfully negotiate commercial transactions in the electric generation market).¹

6. Requests for confidential treatment in an SEC proceeding must meet the requirements as set forth by the Supreme Court in *Lambert v. Belknap County Convention*, 157 N.H. 375, 382 (2008) and *Lamy v. New Hampshire Public Utilities Commission*, 152 N.H. 106 (2005), which require a three-step analysis to determine whether information should be exempt from public disclosure pursuant to the Right-to-Know law, RSA 91-A: 5, IV. *Order on Unassented-To Motion for Protective Order and Confidential Treatment*, Application of Antrim Wind, NH SEC Docket 2012-01 (June. 4, 2012). When engaging in the three-step analysis, the SEC must consider (1) whether the Applicants have identified a privacy interest; (2) whether there is a public interest in disclosure; and (3) finally, if there is a public interest in disclosure, that interest is balanced against any privacy interests in non-disclosure. *Id.*

¹ The NH Public Utilities Commission has also routinely recognized that confidential treatment should be granted to competitively sensitive or proprietary information under the 91-A:5 exemption. See e.g., *Northern Utilities, Inc.*, DG 10-034, Order No. 25,085 at 9; *Unitil Corp. and Northern Utilities, Inc.*, DG 08-048, Order No. 25,014 at 6 (Sept. 22, 2009).

7. As noted above, earlier in this proceeding the SEC granted protective treatment for business confidential information. See, Order on Motion for Protective Order and Confidential Treatment (May 25, 2016), which, among other things, protected certain confidential business information in a report titled “Cost-Benefit and Local Economic Impact Analysis of the Proposed Northern Pass Transmission Project.”

8. The Applicants have a privacy interest in protecting the confidential commercial and financial business information that underlies the terms and conditions of the Lease, including the payment structure between RPI and Bayroot. Disclosure of this information will not provide the public with information that is necessary or beneficial, may negatively affect the Applicants, and may unnecessarily subject Bayroot and its affiliates to other adverse business impacts.

9. The Applicant has already provided the Lease to the parties in this docket who have signed a confidentiality agreement. See, Order on Motions to Compel, September 22, 2016 at p. 25–26 (compelling the Applicant to provide a copy of the Lease to each party that signed a confidentiality agreement). To the extent that there is a public interest in further disclosure of this proprietary business information, it is not significant enough to outweigh the interest in protecting competitively sensitive commercial and financial information.

10. The Applicants respectfully request that the Committee issue a protective order consistent with the terms and conditions contained in prior Committee orders protecting similar types of information.

11. The Applicants attempted to reach the parties on June 19, 2017 to obtain assent. The Deerfield Abutters, Non-Abutters Stark to Bethlehem, Municipal Group 2, and the Whitefield-Bethlehem Abutters oppose the motion. The Cities of Berlin and Franklin do not object. The Applicants were unsuccessful in reaching any of the other parties.

WHEREFORE, the Applicants respectfully request that this Committee:

- A. Grant the Applicants' request that the Lease between Renewable Properties, Inc. and Bayroot LLC be treated as confidential;
- B. Issue a protective order as requested herein; and
- C. Grant such further relief as it deems appropriate.

Respectfully submitted,

Northern Pass Transmission LLC and
Public Service Company of New Hampshire d/b/a
Eversource Energy
By Its Attorneys,

McLANE MIDDLETON,
PROFESSIONAL ASSOCIATION

Dated: June 20, 2017

By: 

Barry Needleman, Bar No. 9446
Thomas B. Getz, Bar No. 923
Adam Dumville, Bar No. 20715
11 South Main Street, Suite 500
Concord, NH 03301
(603) 226-0400
barry.needleman@mclane.com
thomas.getz@mclane.com
adam.dumville@mclane.com

Certificate of Service

I hereby certify that on the 20th of June, 2017, an original and one copy of the foregoing Motion was hand-delivered to the New Hampshire Site Evaluation Committee and an electronic copy was served upon the SEC Distribution List.


Thomas B. Getz

1 of 3
Tax Stamp: \$ 0-
Recording Fee: \$ _____
L-Chip Surcharge: \$ 0-

After Recording, Return To:
Devine, Millimet & Branch - Attn:klp
111 Amherst Street
Manchester, NH 03101

*Property in Dixville, Dix's Grant, Millsfield and Dummer,
Coos County, New Hampshire*

NOTICE OF LEASE
PURSUANT TO N.H. RSA 477:7-a

Notice is hereby given of a Ground Lease Agreement ("**Lease**") dated as of October 1, 2012 by and between **BAYROOT LLC**, a Delaware limited liability company, with an address c/o Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768, ("**Owner**") and **RENEWABLE PROPERTIES, INC.**, a New Hampshire corporation, with an address of 780 North Commercial Street, Manchester, New Hampshire 03101 ("**Tenant**").

Section 1: Description of Premises. Owner owns certain real estate located in the towns or unincorporated places of Dixville, Dix's Grant, Millsfield, and Dummer, Coos County, New Hampshire, as more particularly described in **Exhibit A** hereto ("**Premises**"). The Lease of the Premises includes the right to use, as necessary for the purposes of the Lease and on a non-exclusive basis, (i) existing roads, crossing other lands belonging to Owner and (ii) to the extent lawful, easements and rights appurtenant to the Premises, crossing lands belonging to others (collectively, "**Access Rights**").

Section 2: Term. The term of the Lease as to the Premises commenced as of

BK 1364PG0456

November 15, 2012 (the “**Commencement Date**”) for an initial term (the “**Initial Lease Term**”) concluding no later than July 1, 2017 (the “**Initial Lease Term Expiration Date**”). Tenant has the right, provided that Tenant pays to Owner all amounts due when and as required by the Lease, to continue the Lease beyond the Initial Lease Term for:

- (i) construction and operation of a **Transmission Line Facility** (as described in Section 3 of this Notice) over that portion of the Premises further detailed in Section 4 of this Notice, through the ninety-eighth (98th) anniversary of the Commencement Date (the “**Transmission Line Facility Lease Term**”), unless said term may be sooner terminated as provided in the Lease; and/or
- (ii) provided, further, that the **Wind Development Extension Period Rent** is paid when and as required by the Lease, evaluation of the Premises’ potential for use by long term ground lease for construction and operation of a **Wind Energy Facility** (as described in Section 3 of this Notice) over that portion of the Premises further detailed in Section 4 of this Notice through the ninety-eighth (98th) anniversary of the Commencement Date (the “**Wind Energy Facility Further Evaluations Lease Term**”), unless said term may be sooner terminated as provided in the Lease.

Section 3: Further Description of Transmission Line and Wind Energy Facilities. While the full definitions of both the terms “Transmission Line Facility” and “Wind Energy Facility” are controlled by the Lease, an accurate summary is provided below:

The term “Transmission Line Facility” includes all equipment and improvements to be located on that portion of the Initial Leased Premises, excluding the No-Line Lands (as defined in Section 1.5 below), necessary or desirable for being part of the “Northern Pass” transmission line project (one integrated transmission line of up to 1200 MW DC for transmitting electrical energy, including operation in overload mode for extended periods of time if desired by RPI, including but not necessarily limited to (i) transmission line poles or towers, including foundations, related supporting towers and electrical controllers, (ii) above-ground and below-ground electric transmission lines (one or more

lines per pole or tower and under-ground facility), meters, transformers, protection equipment, and other related power delivery equipment needed for Transmission Line Purposes, (iii) areas needed for construction, security, operations and maintenance facilities, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Transmission Line Facility, (v) one (1) cable consisting of multiple optic strands with the right to conduct, transmit and distribute electricity, data, intelligent signals, including wireless signals, light, communication and telecommunications of any character, and to provide service or services relating thereto, which shall be fully apportionable and fully assignable and transferable by RPI, all or in part, and (vi) a sign or signs displaying RPI's or assignee's or designee's names, symbols or other information.

The term "Wind Energy Facility" includes all equipment and improvements necessary or desirable for the construction and operation of one integrated facility for Wind Energy Purposes, including but not necessarily limited to (i) wind energy turbines, with foundations, related supporting towers and electrical controllers (the "Turbines" and each a "Turbine"), (ii) above- and below-ground electric power lines necessary for delivering electricity generated by the Turbines to the point of interconnection with the electrical grid, meters, transformers, protection equipment, and other related power production and delivery equipment and necessary cleared corridors for the same, (iii) areas needed for construction, security, operations and maintenance facilities, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Wind Energy Facility, and (v) a sign or signs displaying RPI's or assignee's or designee's names, symbols or other information.

Section 4: Purposes of Lease. During the Initial Lease Term, Owner has leased to Tenant the Premises, with Access Rights, for the initial purposes of evaluating the

Premises' potential use by long term ground lease for construction and operation of a Transmission Line Facility on a portion thereof and/or a Wind Energy Facility on a portion thereof.

During the Transmission Line Facility Lease Term, if such term arises due to timely payment by Tenant to Owner of all amounts due when and as required by the Lease, and unless said term may be sooner terminated as provided in the Lease, Owner shall continue to lease to Tenant a portion of the Premises (the "**Construction Leased Premises for Line**," as defined in the Lease), with Access Rights, for construction by Tenant, at Tenant's sole discretion, of a Transmission Line Facility. After completion of construction of the Transmission Line Facility, should the same be constructed, Owner shall continue to lease to Tenant a portion of the Premises (the "**Operating Leased Premises for Line**," as defined in the Lease), with Access Rights, for operation and maintenance of the Transmission Line Facility during the Transmission Line Facility Lease Term, unless said term may be sooner terminated as provided in the Lease. A plan depicting the Operating Leased Premises for Line and a legal description of the Operating Leased Premises for Line shall be prepared, as required by the Lease, and such plan and legal description shall be recorded with and referenced in an amendment to this Notice of Lease and/or a separate notice of lease as to the continued lease of the Operation Leased Premises for Line, with Access Rights, for the remainder of the Transmission Facility Lease Term.

During the Wind Energy Facility Further Evaluations Lease Term, if such term arises due to timely payment by Tenant to Owner of all amounts due when and as required by the Lease, unless said term may be sooner terminated as provided in the Lease, and so long as all other requirements of the Lease are met by Tenant, including but not limited to timely payment by Tenant to Owner of the Wind Development Extension Period Rent, Owner shall continue to lease to Tenant the Premises, with Access Rights, for further evaluation of the Premises' potential for use by long term ground lease for construction and operation of a Wind Energy Facility on a portion thereof. If, during either the Initial Lease Term or the Wind Energy Facility Further Evaluations Lease Term, Tenant should determine in its sole discretion that it desires to construct and operate a Wind Energy Facility, Tenant must enter into a separate **Wind Energy Facility**

Ground Lease (substantially as set forth in an exhibit to the Lease) with Owner as to the portion of the Premises to be so used, with Access Rights.

Section 5: Addresses of Parties. The parties' addresses, as set forth in the Lease, are as set forth in the first paragraph of this Notice.

[The remainder of this page is left blank intentionally. The next pages are the signature pages.]

BK 1364 PG 0460

IN WITNESS WHEREOF, the parties have executed this Notice of Lease upon the acknowledgement date of each party stated below.

Witness:

TENANT:

RENEWABLE PROPERTIES, INC.,
a New Hampshire corporation

Marvin P. Bellis
Printed MARVIN P. BELLIS

By: James A. Mente
Name: James A. Mente
Title: President

STATE OF Connecticut)
COUNTY OF Hartford)

On this 14 day of November, 2012, before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared James A. Mente with whom I am personally acquainted, and who acknowledged himself to be the President of Renewable Properties, Inc., a New Hampshire corporation, and he/she, on behalf of such corporation being authorized to do so, executed the foregoing NOTICE OF LEASE for the purposes therein contained on behalf of said corporation, as his/her free act and deed and the free act and deed of said corporation.

Nancy A. Cassin
Notary Public
My Commission Expires:
5/31/2017



BK 1364PG0461

Witness:

OWNER:

BAYROOT LLC,

a Delaware limited liability company

By: Wagner Forest Management, LTD.,

a New Hampshire corporation

Daniel H. Hudnut

Printed DANIEL H. HUDNUT

Thomas J. Colgan

Name: Thomas J. Colgan

Title: President

STATE OF NEW HAMPSHIRE)

COUNTY OF GRAFTON)

On this 12th day of November, 2012, before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared Thomas J. Colgan with whom I am personally acquainted, and who acknowledged himself to be the President of Wagner Forest Management, Ltd., a New Hampshire corporation, which is the Manager of Bayroot, LLC, a Delaware limited liability company, and that he, on behalf of such corporation acting as Manager of said limited liability company, being authorized to do so, executed the foregoing NOTICE OF LEASE for the purposes therein contained on behalf of said corporation acting as Manager of said limited liability company, as his free act and deed and the free act and deed of said corporation and limited liability company.

BK 1364PG0462

John G. Sobetzer
Notary Public

My Commission Expires:

JOHN G. SOBETZER
Notary Public-New Hampshire
My Commission Expires: January 12, 2015

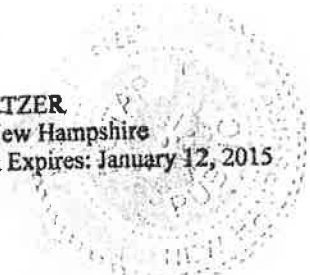


EXHIBIT A

To Notice of Lease

Legal Description of the Premises

Certain real property situated in the Town of Dummer and in the unincorporated places of Dixville (sometimes referred to as a Town or Township), Millsfield, and Dix Grant, all in Coos County, New Hampshire, described as follows:

DUMMER

Certain tracts of land situated in the Town of Dummer, Coos County, in the State of New Hampshire, estimated in 1980 to contain about 14,315 acres and identified as follows:

1. Part of lot 23; the east half of Lot 50; Lots 66 and 67; the northeast part Lot 71; that part of Lot 73 east of the highway;
2. Lots 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102;
3. Lots 104, 105, 106, 107 and 108;
4. the northeast corner of Lot 111;
5. Lot 113;
6. Lots 115, 116, 117 and 118;
7. the west half of Lot 119;
8. Lots 122, 123, 124 and 125;
9. Lots 128, 129, 130, 131, 132, 133, 134, 135 and 136;
10. Lots 138 and 139;
11. Lot 142;
12. Lots 144 and 145;
13. the east half of Lot 146;

14. that part of Lot 148 West of the County Road (excepting a piece sold to W.E. Corbin by deed of Brown Company, Coos County Records, Book 337, Page 67);
15. that part of Lots 149 and 150 West of the County Road;
16. Lots 151 and 152;
17. Lot 154;
18. that part of Lot 155 lying south and east of Eastman Road;
19. that part of Lot 157 east of land formerly of Philbrook and south of the highway from Milan Corner to Errol; also that part of Lot 157 West of the road to West Milan and west of the county road from Milan to Errol;
20. that part of Lot 158 west of the county road;
21. the small corner of Lot 159 which lies southwest of the county road from Milan to Errol;
22. that part of Lot 163 north and west of the county road;
23. Lot 164;
24. Lot 167;
25. Lots 170 and 171;
26. Lots 173, 174, 175, 176, 177, 178, 179 and 180;
27. the east half of Lot 181;
28. Lots 183, 184, 185, 186, 187, 188 and 189;
29. the northwest corner of Lot 205;
30. also 10 acres on the north side of East River Road in Lots 205 and 206;
31. the southwest corner of Lot 206;
32. that part of Lots 208 and 209 lying west of an established line somewhat east of the river;
33. the southwest corner of Lot 210;
34. that part of Lots 210 and 211 east of the river and west or northwest of an established line;

35. also that part of Lot 211 east of the public road as traveled in 1889, north of premises formerly of Charles Howard, bounded easterly and southerly by the east bank of the river, together with all interest in said road and river opposite and all interest in the islands, including the west part of the "Largest Island in Newhall Bay";
36. that part of Lot 212 west of land formerly of John Chandler and east and south of the public road as traveled in 1889;
37. Lots 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227 and 228;
38. that part of Lot 229 south of the center of the Berlin-Errol road as traveled in 1889 and east of land conveyed to E. S. Coe et als. by Wentworth heirs in 1889; also that part of Lot 229 on the northerly side of said road and along Newhall Brook;
39. that part of Lot 230 which lies northerly of the south bank of the Androscoggin River, together with islands opposite said bank, including the east part of the "Largest Island in Newhall Bay";
40. also that part of Lot 230 south of the river;
41. Lot 254;
42. part of Lot 255, pieced together from several sources, excepting portions heretofore conveyed out;
43. part of Lot 256, being the remaining portion not heretofore conveyed out;
44. Lot 257 (believed but not guaranteed to be intact);
45. Lots 258, 259 and 260;
46. Lots 261, 262, 263, 264 and 265 (excepting several camp lots sold by Albert M. Bean to the Tremer Family);
47. Lots 266 and 267;
48. Lots 269, 270, 271 and 272;
49. Lots 275, 276, 277, 278 and 279;
50. the east half of Lot 280; and
51. the northwestern portion of Lot 71, the southern half of Lot 71, and the east half of Lot 70 as more particularly described in the Quitclaim Deed of Daniel J. Forbush to Oxford Paper Company dated May 28, 1992, and recorded at Book 795, Page 448.

EXCLUDING, however, from said real property in Dummer, the following:

Excluding from the aforesaid the premises of Bayroot situated in Dummer, those premises conveyed by (i) quitclaim deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 22, 2011 and recorded in the Coos County Registry of Deeds at Book 1333, Page 455, and (ii) quitclaim deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 24, 2011, and recorded the Coos County Registry of Deeds at Book 1333, Page 647.

- a. A parcel of 9.4 acres, ± west of Route 16 in the Town of Dummer, as shown on Plan № 3556, together with an adjacent parcel of 0.29 acres, ± shown on said plan as Power Line Easement Area, as conveyed by Quitclaim Deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 22, 2011 and recorded in the Coos County Registry of Deed at Book 1333, Page 455. [Sometimes referred to collectively as Switchyard parcel].
- b. A parcel of 6.37 acres, ± on a private road called Dummer Pond Road in the Town of Dummer, as shown on Plan № 3558, excepting and reserving a Reserved Right of Way Easement as conveyed by Quitclaim Deed of Bayroot LLC to Granite Reliable Power, LLC, dated August 21, 2011 and recorded in the Coos County Registry of Deeds at Book 1333, Page 467. [Sometimes referred to as Substation parcel]

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located in the Town of Dummer, excepting the parcels conveyed out to Granite Reliable Power, LLC, as stated above.

DIXVILLE

Tract I: That part of Dixville in the County of Coos, State of New Hampshire lying east of a line drawn on the height of land dividing Clear Stream on the east and the Mohawk River on the west, said line running from Erving Location on the south in a northerly and westerly direction to the division on easterly line of Colebrook said portion being bounded on the west in part by Colebrook and Stewartstown, on the north by Clarksville, on the east by Dix's Grant, so-called, and Wentworth's Location and on the south by Millsfield. Meaning to convey all of the township sold by the State of New Hampshire in 1809 to Timothy Dix as Township #2 except that portion lying west of the highlands of the Notch. Saving and reserving...the tract of land called the Mountain or Notch Lot described and bounded as follows:

Commencing at the east at a white maple twelve inches in diameter near the brook, then

1. S 60° W 20 rods to a fir tree four inches in diameter on a ledge in the road, thence
2. west 100 rods to a fir tree seven inches in diameter on the top or height of land on the first range of hills on the southerly side of the road to the westerly line of the land hereby conveyed; thence
3. on said line about 180 rods to the height of land or top of land first range of hills easterly to a fir tree ten inches in diameter about five rods above the Flume, thence
4. south to the first-mentioned bound.

FURTHER EXCLUDING, however, from said Dixville property:

- a. the lot of land lying east of the last-mentioned Notch lot, known as the Whittemore Opening, being the land formerly cleared and occupied by one Whittemore, as a farm;
- b. a strip of land 66 feet wide and 3,178 feet long conveyed by Brown Company to the State of New Hampshire by deed dated April 26, 1948, recorded Coos County Records, Book 362, Page 218; and
- c. and a 0.4 acre strip of land 100 by 390 conveyed by Brown Company to the State of New Hampshire by deed dated September 5, 1952, recorded Coos County Records Book 394, Page 76.

Tract II: A certain tract or parcel of land situated in Dixville, in Coos County, State of New Hampshire and being the premises conveyed to Berlin Mills Company by deed of Turners Falls Lumber Company by deed dated October 15, 1901, recorded Coos County Records Book 108, Page 244.

FURTHER EXCLUDING, however, from Tracts I and II so much of the same as were conveyed by Brown Company to The Balsams Corp. by deed dated May 1, 1964, recorded Coos County Records Book 478, Page 397.

Tract III: That part of Dixville Notch known as the Notch Lot. Excepting and reserving the "Whittemore Burying Ground" as now fenced, and a strip 3 feet in width of side, of and around said fence.

Tract IV: A certain tract of land situated in the Township of Dixville in said County and State, bounded on the west by Notch Lot, so-called, and on the south, east and north by land of said Brown Company, formerly known as the Berlin Mills Company and known as the Whittemore Opening.

FURTHER EXCLUDING, however, from said Dixville property the following tracts which have been conveyed out:

- a. Land conveyed by Berlin Mills Company to Henry S. Hale by deed dated October 15, 1901, recorded Coos County Records Book 108, Page 250.
- b. Land conveyed by Berlin Mills Company to Henry S. Hale by deed dated October 15, 1901, recorded in Coos County Records Book 108, Page 254.
- c. Land conveyed by Trustees of Brown Company to the State of New Hampshire by deed dated January 2, 1937, recorded Coos County Records Book 289, Page 316.
- d. Land conveyed by Brown Company to State of New Hampshire by deed dated January 31, 1956, recorded Coos County Records Book 420, Page 162.
- e. Land conveyed by Brown Company to State of New Hampshire by deed dated January 7, 1960, recorded Coos County Records Book 451, Page 93.
- f. Land conveyed by Boise Cascade Corporation to Tillotson Corporation as described in the Quitclaim Deed dated December 4, 1980, recorded Coos County Registry of Deeds in Book 635, Page 440.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located Dixville, so-called.

MILLSFIELD

Those certain tracts of land in the unincorporated place known as Millsfield, in the County of Coos and State of New Hampshire, being more particularly identified as follows:

- 1. In Range 1: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, and that portion of Lot 12 easterly of the Division Line; and that portion of Lot 13 easterly of the Division Line;
- 2. In Range 2: all of Lots 4, 5, 6, 7, 8 and 9; Lot 10 excepting any portion thereof lying westerly of the Division Line; that portion of Lot 11 lying easterly of the Division Line, and that portion of Lot 12 lying easterly of the Division Line;
- 3. In Range 3: all of Lots 6, 7, and 8; Lot 9 excepting any portion thereof, if any, lying westerly of the Division Line; and that portion of Lot 10 lying easterly of the Division Line;

4. In Range 4: all of Lots 6, 7, and 8; that portion of Lot 9 lying easterly of the Division Line; and that portion of Lot 10 lying easterly and southeasterly and easterly and northeasterly by the Division Line;
5. In Range 5: all of Lots 5, 6, 7, 8 and 9; that portion of Lot 10 easterly of the Division Line; and that portion of Lot 11 lying easterly and northeasterly of the Division Line;
6. In Range 6: the northerly three-quarters of Lots 3 and 4; all of Lots 5, 6, 7, 8, 9, and 10; Lot 11 excepting the portion westerly of the Division Line, if any; that portion of Lot 12 easterly and northeasterly of the Division Line; that portion of Lot 13 northerly and easterly of the Division Line; and that portion, if any, of Lot 14 lying easterly and northeasterly of the Division Line.
7. In Range 7: all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; and that portion of Lot 14 lying easterly of the Division Line;
8. In Range 8: all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13; that portion of Lot 14 lying easterly of the Division Line; and that portion of Lot 15, if any, lying easterly of the Division Line;
9. In Range 9: all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12; all of Lot 13 excepting any portion thereof, if any, lying westerly of the Division Line; and that portion of Lot 14 lying easterly and northeasterly of the Division Line;
10. In Range 10: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; that portion of Lot 14 lying easterly and northeasterly of the Division Line; and that portion of Lot 15 lying easterly of the Division Line;
11. In Range 11: the westerly portion of Lot 4; all of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13; all of Lot 14 excepting the portion, if any, lying westerly of the Division Line; and that portion of Lot 15 lying easterly of the Division Line;
12. In Range 12: the westerly portion of Lot 4; all of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; that portion of Lot 14 lying easterly and northerly of the Division Line; and the portion of Lots 15 and 16 lying easterly and northerly of the Division Line;
13. In Range 13: part of Lot 4 and all of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16;
14. In Range 14: Lots 3 and 4, part of Lot 6; and all of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.

EXCLUDING, however, from the above property in Millsfield:

A parcel of 2.39 acres, more or less, taken by the State of New Hampshire for the alteration of Route No. 26, [appearing to affect Lot 4 in Range 13], the land having been taken by condemnation, notice of which was made by a Notice of Condemnation dated April 9, 1973 and recorded at Book 560, Page 71;

FURTHER excluding from the above property in Millsfield these out conveyances by Bayroot LLC:

- a. The property conveyed by Quitclaim Deed of Bayroot LLC to Shawn M. Cote and Victoria L. Cote dated March 20, 2007 recorded at Book 1210, Page 238, and being 1.8 acres, more or less, on the northeasterly side of Route 26, and a portion of Lot 4 Range 14; and
- b. The property conveyed by Quitclaim Deed of Bayroot LLC to the State of New Hampshire, acting through its Fish and Game Department, recorded February 14, 2011, at Book 1321, Page 845, being 762 acres, more or less.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, and also including all lands in Millsfield conveyed by release deed of Fort James Corporation to Bayroot LLC, dated October 17, 2011, and recorded Coos County Registry of Deeds at Book 1336, Page 759, excepting the parcels conveyed out by Bayroot to Cote and the State of New Hampshire portions as stated above.

DIX GRANT

The tract of land known as the "Dix Grant" (also referred to as Dix's Grant or Dix's Grant) in the County of Coos and State of New Hampshire, bounded on the west by No 2 of Dixville, on the north by Dartmouth College First Grant and state land, on the east by Dartmouth College Second Grant, and on the south by Wentworth's Location.

Meaning and intending to describe that portion of the property described in the deed of MeadWestvaco Oxford Corporation to Bayroot LLC dated November 21, 2003, recorded in the Coos County Registry of Deeds at Book 1061, Page 952, which is located in the unincorporated place of Dix Grant.

BK 1364 PG 0470

Doc # 0002353 Jun 13, 2017 3:09 PM
Coos County Registry of Deeds

Tanya J. Batchelder
Tanya J. Batchelder, Register

After Recording Return To:

Marvin P. Bellis, Esq.
Eversource Energy
107 Selden Street
Berlin, CT 06037

AMENDED
NOTICE OF LEASE PURSUANT TO N.H. RSA 477:7-A

Notice is hereby given pursuant to New Hampshire RSA 477:7-a of a certain lease, (as amended, the "Lease") among **BAYROOT LLC**, a Delaware limited liability company, with an address do Wagner Forest Management, Ltd., 150 Orford Road, P.O. Box 160, Lyme, New Hampshire 03768, ("Owner"), and **NORTHERN PASS TRANSMISSION LLC.**, a New Hampshire corporation, with an address of 780 North Commercial Street, Manchester, New Hampshire 03101 ("Tenant"), as follows:

Section 1: Description of Premises. Owner owns certain real estate located in the towns or unincorporated places of Dixville, Dix's Grant, Millsfield, and Dummer, Coos County, New Hampshire ("Premises"), as more particularly described in Exhibit A to the Original Notice of Lease, (as hereinbelow defined). The Lease of the Premises includes the right to use, as necessary for the purposes of the Lease and on a non-exclusive basis, (i) existing roads, crossing other lands belonging to Owner and (ii) to the extent lawful, easements and rights appurtenant to the Premises, crossing lands belonging to others (collectively, "Access Rights").

Section 2: Term. The term of the Lease as to the Premises commenced as of November 15, 2012 (the "Commencement Date") and concludes no later than the ninety-eighth (98th) anniversary of the Commencement Date (the "Transmission Line Facility Lease Term"). Tenant has the rights during the Transmission Line Facility Lease Term for construction and operation of a Transmission Line Facility (as described in Section 3 of this Notice) over that portion of the Premises further detailed in Section 4 of this Notice.

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Section 3: Further Description of Transmission Line Facility. While the full definition of the term "Transmission Line Facility" is controlled by the Lease, it includes all equipment and improvements necessary or desirable for being part of the "Northern Pass" transmission line project (one integrated transmission line of up to 1200 MW DC for transmitting electrical energy, including operation in overload mode for extended periods of time if desired by Tenant, including but not necessarily limited to (i) transmission line poles or towers, including foundations, related supporting towers and electrical controllers, (ii) above-ground and below-ground electric transmission lines (one or more lines per pole or tower and under-ground facility), meters, transformers, protection equipment, and other related power delivery equipment needed for Transmission Line Purposes, (iii) areas needed for construction, security, operations and maintenance facilities, access roads and related rights-of-way, fencing, gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment, (iv) all utilities, communications lines, water lines and drain lines, whether above, below or upon the ground, necessary or appropriate for the construction, operation or maintenance of the Transmission Line Facility, (v) one (1) cable consisting of multiple optic strands with the right to conduct, transmit and distribute electricity, data, intelligent signals, including wireless signals, light, communication and telecommunications of any character, and to provide service or services relating thereto, which shall be fully apportionable and fully assignable and transferable by Tenant, all or in part, and (vi) a sign or signs displaying Tenant's or assignee's or designee's names, symbols or other information.

Section 4: Purposes of Lease. During the Transmission Line Facility Lease Term, Owner shall lease to Tenant a portion of the Premises (the "Construction Leased Premises for Line," as defined in the Lease), with Access Rights, for construction by Tenant at its sole discretion, of a Transmission Line Facility. After completion of construction of the Transmission Line Facility, should the same be constructed, Owner shall continue to lease to Tenant a portion of the Premises (the "Operating Leased Premises for Line," as defined in the Lease), with Access Rights, for operation and maintenance of the Transmission Line Facility during the Transmission Line Facility Lease Term, unless said term may be sooner terminated as provided in the Lease. A plan depicting the Operating Leased Premises for Line and a legal description of the Operating Leased Premises for Line shall be prepared, as required by the Lease, and such plan and legal description shall be recorded with and referenced in an amendment to this Amended Notice of

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Lease and/or a separate notice of lease as to the continued lease of the Operation Leased Premises for Line, with Access Rights, for the remainder of the Transmission Facility Lease Term.

Section 5: Addresses of Parties. The parties' addresses, as set forth in the Lease, are as set forth in the first paragraph of this Notice.

Reference is made to that certain "Notice of Lease Pursuant to N.H. RSA 477:7-a" among Bayroot LLC and Renewable Properties, Inc., recorded on November 16, 2012 in the Coos County Registry of Deeds at Book 1364, Page 456 through 470 ("Original Notice of Lease"). The purpose hereof is to amend the Original Notice of Lease to reflect: (i) the commencement of the Transmission Line Facility Lease Term; (ii) assignment of Tenant's right in the Transmission Line Facilities to Northern Pass Transmission LLC; and (iii) termination of the Wind Energy Facility Further Evaluations Lease Term identified under the Original Notice of Lease.

Remainder of Page Intentionally Left Blank - Signature Pages Follow

BK 1466PG0377

Witness:

TENANT:

NORTHERN PASS TRANSMISSION LLC,

a New Hampshire limited liability company

By: Leon J. Olivier
 Name: Leon J. Olivier
 Title: Chairman + President

Donna Lynn Williams
 Printed Donna Lynn Williams

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 2nd day of JUNE, 2017 before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared Leon J. Olivier with whom I am personally acquainted, and who acknowledged himself to be the Chairman + President of Northern Pass Transmission LLC, a New Hampshire limited liability company, and that he/she, on behalf of such corporation being authorized to do so, executed the foregoing Amended Notice of Lease for the purposes therein contained on behalf of said corporation, as his/her free act and deed and the free act and deed of said corporation.

Elisabeth A. Maldonado
 Notary Public (Commissioner of the Superior Court)
 My Commission Expires:

BK1466PG0378

Witness:

OWNER:

BAYROOT LLC,

a Delaware limited liability company

By: Wagner Forest Management, LTD.,

a New Hampshire corporation

[Signature]

By: Thomas J. Colgan

Name: Thomas J. Colgan

Printed DANIEL H. HODNUT

Title: President

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On this 12th day of JUNE, 2017, before me, the undersigned Notary Public in and for said State and County aforesaid, personally appeared THOMAS J. COLGAN with whom I am personally acquainted, and who acknowledged himself to be the PRESIDENT of Wagner Forest Management, Ltd., a New Hampshire corporation, which is the Manager of Bayroot, LLC, a Delaware limited liability company, and that he/she, on behalf of such corporation acting as Manager of said limited liability company, being authorized to do so, executed the foregoing Amended Notice of Lease for the purposes therein contained on behalf of said corporation acting as Manager of said limited liability company, as his/her free act and deed and the free act and deed of said corporation and limited liability company.

[Signature]
Notary Public
My Commission Expires:

JOHN G. SOBETZER
Notary Public - New Hampshire
My Commission Expires: December 23, 2019



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