

AGREEMENT

This Agreement, dated March 6, 2018, is made by and between the Town of Vernon ("Town") and NorthStar Decommissioning Holdings, LLC; NorthStar Nuclear Decommissioning Company, LLC; NorthStar Group Services, Inc.; NorthStar Vermont Yankee, LLC (together, "NorthStar").

WHEREAS, NorthStar, as a Joint Petitioner, has filed a petition with the Vermont Public Utility Commission ("PUC") seeking approval to transfer ownership of Entergy Nuclear Vermont Yankee, LLC ("ENVY") to NorthStar Vermont Yankee, LLC or another named NorthStar affiliate under PUC Docket No. 8880 (the "Transaction") and to decommission the Vermont Yankee Nuclear Power Station ("VY Station") and remediate the VY Station site located in Vernon, Vermont; and

WHEREAS, upon such approval and the subsequent closing of the Transaction and only upon such occurrences, this Agreement shall be in full force and effect (the "Effective Date");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Upon the Effective Date, NorthStar shall:
 - a. During the time of its operations in the Town, collaborate with the Town in developing its visions for the future of the Town (including without limitation the Town Plan);
 - b. Repair or resurface those sections of Governor Hunt Road from its northerly intersection with Route 142 to its southerly intersection with Route 142 that are damaged by heavy equipment or increased truck traffic arising from the VY Station decommissioning activities. The condition of the roadway will be assessed by the Vernon Road Commissioner on behalf of the Town and Nelson Langub, PM, or another representative as determined by NorthStar (together, the "Road Reviewers"), as follows: (i) once at a mutually agreeable time after the Effective Date to set a "baseline" condition of the roadway; and (ii) every spring thereafter during NorthStar's operations at the VY Station. The condition of the roadway will be documented after each assessment with photographs and a short agreed-upon written description which both Road Reviewers shall sign. Repairs or resurfacing may be undertaken each year as determined by the Road Reviewers. In the event of a disagreement between the Road Reviewers as to recommended or required repairs, the Chairman of the Selectboard and Billy Reid, Vice President shall meet to resolve such disagreement;
 - c. Extend the term of and/or renegotiate the current tax stabilization agreement with the Town at a comparable funding level and given that the value appears to be in the land occupied by the ISFSI once the fuel is moved onto it, targeted to the ISFSI, for the duration of the decommissioning;

- d. After partial license termination, collaborate with the Town to facilitate access across its properties for possible public future riverfront access and recreation purposes subject to any applicable regulatory requirements;
 - e. Give consideration to local business, services and resources for use in decommissioning projects;
 - f. To the extent permitted by any State of Vermont agencies with appropriate authority, consider leaving in place or providing necessary access to the following infrastructure important to the Town for redevelopment purposes:
 - Office buildings on the property
 - Existing septic fields
 - Existing wells
 - Existing rail spurs and rail buildings
 - Existing roads and parking areas
 - Access to the power line running from the hydro plant
 - Access to VELCO connection at the switchyard;
 - g. Subject to applicable regulatory requirements, provide the Town with the opportunity to acquire and preserve mutually agreed upon artifacts from the VY Station and Site demonstrating the site's history; and
 - h. Reimburse the Town's reasonable legal and expert witness fees incurred to participate in Docket 8880, up to the amount of \$150,000 payable as follows: (i) amounts incurred through the Effective Date (estimated to be approximately \$75,000 as of March 1, 2018), shall be paid upon the Effective Date, and (ii) payments of up to \$10,000 per calendar year thereafter up to \$150,000 in total payments. All requests for payment from NorthStar shall be accompanied by appropriate supporting documentation, including invoices from the service providers.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
 3. The Parties' obligations under this Agreement are to be applied and enforced consistent with the plain meaning of the language used herein.
 4. The Parties have made compromises on specific issues to reach this Agreement. This Agreement, and all orders approving and implementing provisions of this Agreement shall not be construed by any party or tribunal as having precedential impact on any future proceedings involving the Parties, except in a proceeding to enforce the terms and conditions of this Agreement.

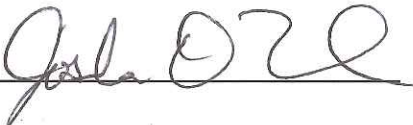
5. Each Party enters into this Agreement freely and after opportunity for and actual consultation with all desired counsel, legal and otherwise, of its choice.
6. Each Party to this Agreement shall reasonably and in good faith cooperate in connection with this Agreement, including by negotiating in good faith the terms of any instruments necessary to accomplish the terms and conditions of this Agreement; and providing executed versions of documents reasonably requested in connection with carrying out the objectives of this Agreement.
7. Each Party represents that it possesses the power and authority to execute, deliver and perform its obligations under this Agreement, which obligations are valid, binding, and enforceable under this Agreement.
8. This Agreement shall be binding on, and inure to the benefit of, the respective successors and assigns of each Party to this Agreement and, in any event, shall continue to be binding upon the Parties. Any Party may name a successor or assign its rights under this Agreement by providing notice to and receiving consent from the other party, such consent not to be unreasonably withheld, conditioned or delayed.
9. This Agreement and any referenced Attachments hereto constitute the entire agreement between the Parties as to the subject matter hereof. This Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the Parties.
10. If any part of this Agreement is determined not to be valid, such provision shall be null and void and the remainder of the Agreement shall continue in full force and effect.

* * * SIGNATURES APPEAR ON THE FOLLOWING PAGE * * *

IN WITNESS WHEREOF, the Parties below enter into this Agreement as a sealed instrument. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

TOWN OF VERNON SELECTBOARD

NORTHSTAR DECOMMISSIONING HOLDINGS, LLC; NORTHSTAR NUCLEAR DECOMMISSIONING COMPANY, LLC; NORTHSTAR GROUP SERVICES, INC.; AND NORTHSTAR VERMONT YANKEE, LLC

By: 

Name: Joshua Unruh

Chair, Selectboard

Date:

By: 

Name Scott E. State

Title: CEO

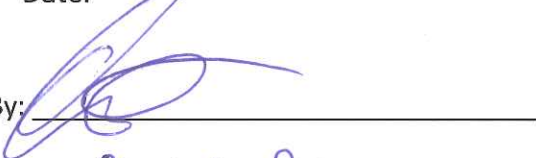
Date: 3/6/2018

By: 

Name: Sandra Harris

Vice Chair, Selectboard

Date:

By: 

Name: Christopher Parker

Member, Selectboard

Date:

By: 

Name: Jean Carr

Member, Selectboard

Date:

By: 

Name: Jeffrey S Dunklee

Member, Selectboard

Date: