

MAINTENANCE COST SPLITTING AGREEMENT

This MAINTENANCE COST SPLITTING AGREEMENT (the "Agreement") is entered into as of March 26, 2015 between PLH, LLC ("PLH") and LIBBY HARRIS ("Harris").

PLH and Harris hereby enter into this Agreement for the purpose of splitting the annual maintenance costs with respect to the shared right-of-way which extends from the end of Apple Hill Road, Bennington, Vermont as indicated on the map attached hereto as **Exhibit A** (the "ROW").

1. All annual costs of maintaining the current condition of the ROW will be split evenly by PLH and Harris. Harris shall pay for all such costs and will request payment from PLH once per quarter (every three months) for PLH's 50% share. PLH shall pay its share to Harris within 30 days of receiving such request along with the third party invoice for such maintenance.
2. PLH agrees that (i) the access road from Apple Hill Road to the PLH property and (ii) the landscape mitigation planned in front of the Harris property shall be constructed in substantial conformance with the plans set forth on **Exhibit B** hereto.
3. In further consideration for this Agreement, Harris agrees to (i) withdraw the Motion to Intervene of Libby Harris dated as of March 19, 2015 in Docket No. 8302 in front of the State of Vermont Public Service Board (the "Board") (ii) not file a motion to intervene with respect to Apple Hill Solar, Board Docket No. 8454.
4. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between PLH and Harris and supersedes any and all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
5. This Agreement shall be governed by the law of Vermont.

PLH, LLC
c/o Ecos Energy LLC
222 South 9th Street
Suite 1600
Minneapolis, MN 55402

LIBBY HARRIS
531 Apple Hill Road