

Voluntary Agreement Commitment Agreement

This Voluntary Agreement Commitment Agreement (“Commitment Agreement”), dated as of January 10, 2020, is made and entered into by Mayflower Wind Energy LLC (“Mayflower”) for the benefit of NSTAR Electric Company d/b/a Eversource Energy (“Distribution Company”). Mayflower and Distribution Company are hereinafter sometimes also referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, Mayflower has been conditionally selected by Distribution Company as a winning bidder under the Request for Proposals for Long-Term Contracts for Offshore Wind Energy Projects, dated May 23, 2019, as revised August 7, 2019 (the “RFP”);

WHEREAS, concurrently with the execution and delivery of this Commitment Agreement, Mayflower has entered into two power purchase agreements with Distribution Company (“PPAs”);

WHEREAS, as part of its performance under the PPAs, Mayflower intends to construct, or cause to be constructed, Interconnection Customer Interconnection Facilities, as defined herein;

WHEREAS, Distribution Company and Mayflower desire to reasonably minimize obstacles to the ability of future offshore wind energy developers to deliver their energy and capacity to the onshore transmission system, possibly via interconnection with Mayflower’s ICIF;

NOW, THEREFORE, in consideration of the foregoing and its conditional selection under the RFP, and other consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Mayflower hereby agrees as follows:

1. Definitions

The following definitions shall apply to the provisions of this Commitment Agreement:

- A. Interconnection Customer’s Interconnection Facilities (“ICIF”) means all facilities and equipment located between Mayflower’s offshore wind energy generation facilities collector system step-up transformers and the point of change of ownership at the onshore interconnection, including any modification, addition, or upgrades to such facilities and equipment, which facilities and equipment are constructed to physically and electrically interconnect Mayflower’s offshore wind energy generation facilities to the onshore transmission system.
- B. “Third-Party Offshore Wind Developer” means any entity (other than Mayflower) developing offshore wind energy generation or delivery facilities and seeking interconnection to and/or delivery service on Mayflower’s ICIF pursuant to this Commitment Agreement.
- C. “Voluntary Agreement” means a voluntary agreement as contemplated in Federal

Energy Regulatory Commission (“FERC”) Order No. 807¹, PP 117-18 to be entered into if a Third-Party Offshore Wind Developer requests studies and potential expansion of Mayflower’s ICIF to accommodate third party interconnection and delivery service, without the need for said third party to pursue its rights in the first instance via Sections 210, 211, and 212 of the Federal Power Act.

2. In the event one or more Third-Party Offshore Wind Developers request interconnection to and/or delivery service on Mayflower’s ICIF, Mayflower will study the requested interconnection and/or delivery service, provided that the Third-Party Offshore Wind Developer(s) agrees to pay the cost of such studies.
3. Mayflower will negotiate in good faith and use commercially reasonable best efforts to conclude a Voluntary Agreement with any such Third-Party Offshore Wind Developer regarding expansion of, interconnection to, and delivery service over Mayflower’s ICIF to accommodate the Third-Party Offshore Wind Developer’s request.
4. The Voluntary Agreement will incorporate interconnection and other provisions at least as favorable to said Third-Party Offshore Wind Developers as the provisions of ISO New England Inc. (“ISO-NE”) Open Access Transmission Tariff Schedules 22 and 23 are to requesters of interconnection service seeking to connect to facilities subject to the ISO-NE interconnection procedures in those schedules. Mayflower will respond to reasonable requests from ISO-NE or Third-Party Offshore Wind Developers for information deemed necessary to support an ISO-NE interconnection request by Third-Party Offshore Wind Developers on the ISO-NE system.
5. If, after good faith attempts to conclude a Voluntary Agreement using commercially reasonable best efforts, Mayflower and Third-Party Offshore Wind Developer are unable to conclude such a Voluntary Agreement, Mayflower shall be relieved of any further obligations as to that Third-Party Offshore Wind Developer under this Commitment Agreement, and in such event, nothing herein shall diminish Third-Party Offshore Wind Developer’s rights independent of this Commitment Agreement to request relief from FERC.
6. Third-Party Offshore Wind Developer may at any time exercise its rights under Federal Power Act Sections 206 or Sections 210, 211, and 212 that exist independent of this Commitment Agreement to file with FERC requesting an order requiring interconnection and/or delivery service on Mayflower’s ICIF. In the event that the Third-Party Offshore Wind Developer exercises such rights, Mayflower will have no further obligations to such Third-Party Offshore Wind Developer under this Commitment Agreement.

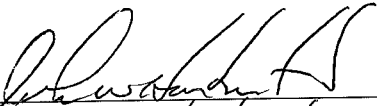
¹ *Open Access and Priority Rights on Interconnection Customer’s Interconnection Facilities*, 150 FERC ¶ 61,211 (2015) (“Order No. 807”).

7. If an entity other than Mayflower obtains ownership or successor rights in Mayflower's ICIF, Mayflower will ensure that such other entity as well as Mayflower will be bound by the terms and conditions of this Commitment Agreement.
8. This Commitment Agreement is not intended to, and does not create any rights or obligations in either of the Parties or any other entity except for those explicitly identified herein, nor does this Commitment Agreement affect Mayflower's rights under FERC's regulations at 18 C.F.R. §§ 35.28(d)(2)(ii)(A)-(B) with respect to excess or unused capacity on Mayflower's ICIF. Breach of or default on this Commitment Agreement will not operate to create a breach of or default on either of the PPAs, unless the conduct producing the breach or default of this Commitment Agreement would independently create a breach or default of such PPA.

[Signature Page Follows]

IN WITNESS WHEREOF, Mayflower has caused this Commitment Agreement to be duly executed on its behalf as of the date first above written.

MAYFLOWER WIND ENERGY LLC

By: 
Name: John Harbuck
Title: president