

**Voluntary Agreement Commitment Agreement**

This Voluntary Agreement Commitment Agreement (“Commitment Agreement”), dated April 8, 2022, is made and entered into by Commonwealth Wind, LLC, (“Successful Bidder”) for the benefit of NSTAR Electric Company d/b/a Eversource Energy (“Distribution Company”). Successful Bidder and Distribution Company are hereinafter sometimes also referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, Successful Bidder 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 7, 2021 (the “RFP”);

WHEREAS, concurrently with the execution and delivery of this Commitment Agreement, Successful Bidder has entered into a power purchase agreement with Distribution Company (“PPA”);

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

WHEREAS, Distribution Company and Successful Bidder 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 Successful Bidder’s ICIF;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Successful Bidder 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 Successful Bidder’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 Successful Bidder’s offshore wind energy generation facilities to the onshore transmission system.
- B. “Third-Party Offshore Wind Developer” means any entity (other than Successful Bidder) developing offshore wind energy generation or delivery facilities and seeking interconnection to and/or delivery service on Successful Bidder’s ICIF pursuant to this Commitment Agreement.

- C. “Voluntary Agreement” means a voluntary agreement as contemplated in Federal Energy Regulatory Commission (“FERC”) Order No. 807<sup>1</sup>, PP 117-18, to be entered into if a Third-Party Offshore Wind Developer requests studies and potential expansion of Successful Bidder’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 (“FPA”).
2. In the event one or more Third-Party Offshore Wind Developers request interconnection to and/or delivery service on Successful Bidder’s ICIF, Successful Bidder 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. Successful Bidder will negotiate in good faith and use commercially reasonable efforts to conclude a Voluntary Agreement with any such Third-Party Offshore Wind Developer regarding expansion of, interconnection to, and delivery service over Successful Bidder’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. Successful Bidder 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 efforts, Successful Bidder and Third-Party Offshore Wind Developer are unable to conclude such a Voluntary Agreement, Successful Bidder 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 Successful Bidder’s ICIF. In the event that the Third-Party Offshore Wind Developer exercises such rights, Successful Bidder will have no further obligations to such Third-Party Offshore Wind Developer under this Commitment Agreement.

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<sup>1</sup> *Open Access and Priority Rights on Interconnection Customer’s Interconnection Facilities*, 150 FERC ¶ 61,211 (“Order No. 807”), *order on reh’g*, 153 FERC ¶ 61,047 (“Order No. 807-A”) (2015).

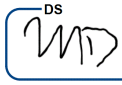
7. If an entity other than Successful Bidder obtains ownership or successor rights in Successful Bidder's ICIF, Successful Bidder will ensure that such other entity as well as Successful Bidder will be bound by the terms and conditions of this Commitment Agreement.
8. This Commitment Agreement is not intended to, and does not create any rights or obligations in either of the Parties or any other entity except for those rights or obligations explicitly identified herein, nor does this Commitment Agreement affect Successful Bidder's rights under Order Nos. 807 and 807-A and FERC's regulations at 18 C.F.R. §§ 35.28(d)(2)(ii)(A)-(B) with respect to excess or unused capacity on Successful Bidder's ICIF, including Successful Bidder's rebuttable presumption to a "safe harbor" and associated priority rights. In entering into the PPA, Distribution Company is relying on the agreements made by Successful Bidder herein; provided, however, that breach of or default on this Commitment Agreement will not operate to create a breach of or default on the PPA, unless the conduct producing the breach or default of this Commitment Agreement would independently create a breach or default of such PPA.
9. Successful Bidder shall file this Commitment Agreement, as well as any Voluntary Agreement concluded pursuant to it, with FERC for acceptance pursuant to FPA Section 205.

*[Signature Page Follows]*

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

**COMMONWEALTH WIND, LLC**

 DS  
LEGAL

DocuSigned by:  
By: William White  
Name: ~~William White~~ William White  
Title: President & CEO Offshore

DocuSigned by:  
By: Peter Mahoney  
Name: ~~Peter Mahoney~~ Peter Mahoney  
Title: Authorized Representative

**Voluntary Agreement Commitment Agreement**

This Voluntary Agreement Commitment Agreement (“Commitment Agreement”), dated April 8, 2022, is made and entered into by Commonwealth Wind, LLC, (“Successful Bidder”) for the benefit of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid (“Distribution Company”). Successful Bidder and Distribution Company are hereinafter sometimes also referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, Successful Bidder 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 7, 2021 (the “RFP”);

WHEREAS, concurrently with the execution and delivery of this Commitment Agreement, Successful Bidder has entered into a power purchase agreement with Distribution Company (“PPA”);

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

WHEREAS, Distribution Company and Successful Bidder 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 Successful Bidder’s ICIF;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Successful Bidder hereby agrees as follows:

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

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- B. “Third-Party Offshore Wind Developer” means any entity (other than Successful Bidder) developing offshore wind energy generation or delivery facilities and seeking interconnection to and/or delivery service on Successful Bidder’s ICIF pursuant to this Commitment Agreement.

- C. “Voluntary Agreement” means a voluntary agreement as contemplated in Federal Energy Regulatory Commission (“FERC”) Order No. 807<sup>1</sup>, PP 117-18, to be entered into if a Third-Party Offshore Wind Developer requests studies and potential expansion of Successful Bidder’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 (“FPA”).
2. In the event one or more Third-Party Offshore Wind Developers request interconnection to and/or delivery service on Successful Bidder’s ICIF, Successful Bidder 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. Successful Bidder will negotiate in good faith and use commercially reasonable efforts to conclude a Voluntary Agreement with any such Third-Party Offshore Wind Developer regarding expansion of, interconnection to, and delivery service over Successful Bidder’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. Successful Bidder 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 efforts, Successful Bidder and Third-Party Offshore Wind Developer are unable to conclude such a Voluntary Agreement, Successful Bidder 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 Successful Bidder’s ICIF. In the event that the Third-Party Offshore Wind Developer exercises such rights, Successful Bidder will have no further obligations to such Third-Party Offshore Wind Developer under this Commitment Agreement.

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7. If an entity other than Successful Bidder obtains ownership or successor rights in Successful Bidder's ICIF, Successful Bidder will ensure that such other entity as well as Successful Bidder 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 rights or obligations explicitly identified herein, nor does this Commitment Agreement affect Successful Bidder's rights under Order Nos. 807 and 807-A and FERC's regulations at 18 C.F.R. §§ 35.28(d)(2)(ii)(A)-(B) with respect to excess or unused capacity on Successful Bidder's ICIF, including Successful Bidder's rebuttable presumption to a "safe harbor" and associated priority rights. In entering into the PPA, Distribution Company is relying on the agreements made by Successful Bidder herein; provided, however, that breach of or default on this Commitment Agreement will not operate to create a breach of or default on the PPA, unless the conduct producing the breach or default of this Commitment Agreement would independently create a breach or default of such PPA.
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*[Signature Page Follows]*

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**COMMONWEALTH WIND, LLC**

 DocuSigned by:  
By: William White  
Name: ~~William White~~ William White  
LEGAL Title: president & CEO Offshore

DocuSigned by:  
By: Peter Mahoney  
Name: ~~Peter Mahoney~~ Peter Mahoney  
Title: Authorized Representative



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This Voluntary Agreement Commitment Agreement (“Commitment Agreement”), dated April 8, 2022 is made and entered into by Commonwealth Wind, LLC, (“Successful Bidder”) for the benefit of Fitchburg Gas and Electric Light Company d/b/a Unutil (“Distribution Company”). Successful Bidder and Distribution Company are hereinafter sometimes also referred to collectively as the “Parties.”

WITNESSETH

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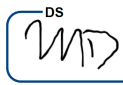
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**COMMONWEALTH WIND, LLC**

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By: William White  
Name: William White  
Title: President & CEO Offshore

 DocuSigned by:  
By: Peter Mahoney  
Name: Peter Mahoney  
Title: Authorized Representative

*[Unitil Voluntary Commitment Signature Page]*