REDACTED

Execution Version

FIRST AMENDMENT TO OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT PHASE II

This **FIRST AMENDMENT TO OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT** (this "**First Amendment**") is entered into as of May 23, 2022 (the "**Amendment Date**"), by and between NSTAR Electric Company d/b/a Eversource Energy, a Massachusetts corporation ("**Buyer**"), and Mayflower Wind Energy LLC, a Delaware limited liability company ("**Seller**"). Buyer and Seller are individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Buyer and Seller executed that certain Offshore Wind Generation Unit Power Purchase Agreement for Phase II dated as of January 10, 2020 (the "**Agreement**"); and

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. DEFINITIONS

Any capitalized terms used in this First Amendment and not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

2. AMENDMENTS

a. Section 1 of the Agreement shall be modified by revising the definitions of "Additional Facilities," "Catastrophic Failure Period," "Cover Damages," "Environmental Attributes," "RECs," "Regulatory Approval," "Replacement RECs," "Resale Damages" and "Shared Equipment" to read as follows:

"**Additional Facilities**" shall mean the generating and related facilities, excluding the Facility, to be developed by Seller and/or its Affiliates, if any, that interconnect to the Pool Transmission Facilities at the Delivery Point and the energy of which is metered with the Energy Delivered hereunder in the ISO Settlement Market System.

"**Catastrophic Failure Period**" shall mean (a) with respect to any Key Equipment described in clause (a) of such definition, eighteen (18) consecutive months after the initial twelve (12) month failure to produce Energy due to the Catastrophic Failure of such Key Equipment and (b) with respect to any other Key Equipment, twelve (12) consecutive months after the initial twelve (12) month failure to produce Energy due to the Catastrophic Failure of such Key Equipment.

"**Cover Damages**" shall mean, with respect to any Delivery Failure, an amount equal to (a) the positive net amount, if, any, by which the Replacement Price exceeds the applicable Price that would have been paid for the Products pursuant to Section 5.1 hereof, multiplied by the quantity of that Delivery Failure, plus (b) any other costs incurred by Buyer in purchasing Replacement Energy and/or Replacement RECs due to that Delivery Failure, plus (c) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of that Delivery Failure, plus (d) any other transaction and other out-of-pocket costs incurred by Buyer that Buyer would have not incurred but for the Delivery Failure. Buyer shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"**Environmental Attributes**" shall mean any and all attributes available under the ISO-NE Rules, the RPS, the Clean Peak Standard, the CES, the GWSA and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances and all other indicia of ownership or control related thereto) or otherwise that are attributable, now or in the future, to Buyer's Percentage Entitlement to the favorable generation attributes or environmental attributes of the Facility or the Products produced by the Facility during the Services Term, up to and including the Contract Maximum Amount, including Buyer's Percentage Entitlement to: (a) any such credits, certificates, payments, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates (including, without limitation Clean Peak Energy Certificates) issued pursuant to the GIS in connection with Energy generated by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not in any event include: (i) any state or federal production tax credits; (ii) any state or federal investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; or (iv) any capacity rights associated with the Facility.

"**RECs**" shall mean all of the Certificates (including, without limitation Clean Peak Energy Certificates) and any and all other Environmental Attributes associated with the Energy or otherwise produced by the Facility including, but not limited to, those which satisfy the RPS for an RPS Class I Renewable Generation Unit, the Clean Peak Standard and the CES, and shall represent title to and claim over all such Environmental Attributes associated with the specified MWh of generation from the Facility.

"**Regulatory Approval**" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83C and the regulations promulgated thereunder and that all of the terms of such Section 83C and such regulations apply to this Agreement; (2) definitive regulatory

authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover remuneration of up to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approval, confirmation and authorizations shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing, as determined by Buyer in its sole discretion.

"**Replacement RECs**" shall mean any generation or environmental attributes, including any certificates or credits related thereto reflecting generation by a RPS Class I Renewable Generation Unit and a generating facility eligible to satisfy the CES and the Clean Peak Standard (subject to Section 4.1(c)), generating the same Environmental Attributes as are expected to be generated by the Facility at such time, that are available for purchase by Buyer as replacement for any RECs not Delivered as required hereunder during the Services Term.

"**Resale Damages**" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer's failure to accept such Products in accordance with the terms of this Agreement, plus (c) transaction and other out-of-pocket costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"**Shared Equipment**" shall mean the components of the Facility (other than the turbines) required to deliver Products to the Delivery Point and will include the offshore substation platform, export cables, inter-array cables, onshore substation, onshore routing and switching station and the point of interconnection.

b. Section 1 of the Agreement shall be further modified by adding the following definitions in the appropriate places therein Section 1:

"Amendment Date" shall mean May 23, 2022.

"**Amendment Regulatory Approval**" shall mean MDPU approval for the First Amendment to Offshore Wind Generation Unit Power Purchase Agreement for Phase II dated as of May 23, 2022 between Buyer and Seller without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be acceptable to Buyer in its sole discretion.

REDACTED

"**Buyer's Delivery Point Entitlement**" shall mean the product, expressed as a percentage, of Buyer's Percentage Entitlement multiplied by the Delivery Point Ratio.

"**Clean Peak Energy Certificates**" shall have the same meaning as in the GIS Operating Rules.

"**Delivery Point Ratio**" shall mean at any time the percentage derived by dividing (i) ██ MW by (ii) the sum of (x) ██ MW plus (y) the actual nameplate capacity of all Additional Facilities, as built (subject to the next sentence for the Phase I Facility and the Phase III Facility), at such time. For purposes of calculating the Delivery Point Ratio, (a) if the Phase I Facility is included in the Additional Facilities, the Phase I Facility will be deemed to have an actual as-built nameplate capacity equal to ██ MW, (b) if the Phase III Facility is included in the Additional Facilities, the Phase III Facility will be deemed to have an actual as-built nameplate capacity equal to ██ MW, (c) the Delivery Point Ratio will initially be calculated on the Commercial Operation Date and (d) the Delivery Point Ratio will be recalculated and replaced each time any of the following occurs: (1) any Additional Facility (other than the Phase I Facility or the Phase III Facility) achieves commercial operation after the Commercial Operation Date for purposes of the ISO Settlement Market System or (2) the actual nameplate capacity of any Additional Facility (other than the Phase I Facility or the Phase III Facility), as built, changes after it achieves commercial operation after the Commercial Operation Date for purposes of the ISO Settlement Market System. In addition, to the extent that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed ███ MW as provided in Section 3.3(c), the Parties may include in any Facility Size Increase Protocol to be developed in accordance with Exhibit G any required corresponding adjustments to the calculation of the Delivery Point Ratio as provided in Exhibit G. Each calculation of the Delivery Point Ratio shall be stated in a notice from Seller to Buyer, which notice shall be binding upon reasonable agreement of Buyer.

"**Phase I Facility**" shall mean the "Facility" as defined in the Phase I Mayflower Wind Power Purchase Agreement.

"**Phase III Facility**" shall mean the "Facility" as defined in the Phase III Mayflower Wind Power Purchase Agreement.

"**Phase III Mayflower Wind Power Purchase Agreement**" shall mean the Offshore Wind Generation Unit Power Purchase Agreement entered into by Buyer and Seller dated as of April 15, 2022, as may be amended from time to time, with respect to an offshore wind electric generation facility expected to be in commercial operation by March 30, 2028.

"**Test Energy**" shall have the meaning set forth in Section 3.4(a) hereof.

"**Test Products**" shall have the meaning set forth in Section 3.4(a) hereof.

c. Section 1 of the Agreement shall be modified by deleting the definitions of "Internal Bilateral Transaction," "ITC," "Marginal Loss Revenue Fund," "Other Facility," "Settlement Period" and "Total Actual Facility Size."

d. Section 3.1(a)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

(i) receipt of all necessary approvals by Massachusetts Energy Facility Siting Board and Rhode Island Energy Facility Siting Board for construction and operation of the Facility, as set forth in Exhibit B, and all other necessary approvals of relevant state and local siting authorities for construction and operation of the interconnection of the Facility to the Interconnecting Utility (not including approvals that are the responsibility of the Interconnecting Utility), each in final form, by [REDACTED];

e. Section 3.1(a)(ii) of the Agreement shall be deleted in its entirety and replaced with the following:

(ii) qualification determination notification under ISO-NE Tariff Section III.13.1.1.2.8 with respect to the New Generating Capacity Resource's participation in the Forward Capacity Auction, stating summer and winter qualified capacity and a list of transmission upgrades required, if any, by [REDACTED];

f. Section 3.1(a)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

(iii) receipt of all Permits necessary to construct and operate the Facility and acquisition of all required real property rights in addition to the federal lease referenced in Section 7.2(m) necessary for construction and operation of the Facility, the interconnection of the Facility to the Interconnecting Utility and the construction of Network Upgrades in final form with all options and/or contingencies having been exercised demonstrating complete site control, all as set forth in Exhibit B, by [REDACTED];

g. Section 3.1(a) shall be further modified by (i) substituting [REDACTED] for the reference to [REDACTED] in clause (iv), (ii) substituting [REDACTED] for the reference to [REDACTED] in clause (v) and (iii) substituting "December 1, 2027" for the reference to "December 15, 2025" in clause (vi).

h. Section 3.1(d) of the Agreement shall be modified to insert the following prior to the period at the end thereof: "; and further provided that Seller shall not have the right to declare a Force Majeure event related to the Permits Critical Milestone (Section 3.1(a)(iii)) and the Financial Closing Date Critical Milestone (Section 3.1(a)(iv)))".

i. Section 3.3(c) of the Agreement shall be modified by substituting the following for the last sentence thereof:

The aggregate nameplate capacity of the Facility and all Additional Facilities shall not in any event exceed [REDACTED] MW; provided, however, that in the event Seller determines that it will propose that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed [REDACTED] MW, Buyer and Seller shall work together in

good faith and using commercially reasonable efforts to develop a Facility Size Increase Protocol to appropriately allocate the associated Energy and RECs in accordance with Exhibit G.

j. Section 3.3(d) of the Agreement shall be modified by adding the following at the end thereof:

Seller may, at its option, prepare a consolidated progress report for purposes of its obligations hereunder and under the Phase I Mayflower Wind Power Purchase Agreement and the Phase III Mayflower Wind Power Purchase Agreement, so long as such progress report separately defines the progress updates applicable to each of the Facility, the Phase I Facility and the Phase III Facility. The Parties intend that, within five (5) to ten (10) days following the issuance of each progress report, Buyer and Seller shall have an electronic conference to discuss the status of the Facility (which may also include the status of the Phase I Facility and the Phase III Facility, as applicable), including the matters addressed in the progress report.

k. Section 3.3(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) Exhibit Updates. Within thirty (30) days after the Commercial Operation Date and after the delivery of each Additional Construction Certificate, as applicable, Seller shall provide Buyer with an updated version of Exhibit A and Exhibit E solely to reflect the Actual Facility Size and the serial number of each turbine included in the Facility, each as built and configured as of such date, and to include a one-line drawing of the Facility and each Additional Facility showing the turbine arrays and how SCADA data is aggregated for the Facility and each Additional Facility, which one-line drawing will be further updated as and when turbines are added to any Additional Facility after the Commercial Operation Date. After the completion of the FCAQ process and determination of the Network Upgrades required for the Facility and any Additional Facilities to interconnect at the Capacity Capability Interconnection Standard in accordance with Section 3.7, Seller shall provide Buyer with an updated version of Exhibit E solely to reflect such Network Upgrades required for the Facility. Any changes to any Exhibit other than as provided in this Section 3.3(f) will require Buyer's consent.

l. Section 3.4(a) shall be deleted in its entirety and replaced with the following:

Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date. Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products; provided, however, that any Energy generated by the Facility prior to the Commercial Operation Date, together with any associated RECs ("**Test Energy**" and, together with such RECs, the "**Test Products**" and any such period, a "**Test Period**"), shall be Delivered by Seller and purchased by Buyer in accordance with Section 4.8.

m. The lead-in paragraph of Section 3.4(b) of the Agreement shall be deleted in its entirety and replaced with the following:

> (b) The Commercial Operation Date shall occur on the date on which Seller provides Buyer with a certificate of Seller's chief executive officer, chief operating officer, chief financial officer or another officer of a similar level in Seller's organization notifying Buyer that (A) the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency) so long as the Actual Facility Size on the Commercial Operation Date is at least [REDACTED] MW (which is [REDACTED] of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and the Facility is capable of regular commercial operation in accordance with Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, (B) all requirements of the ISO-NE Rules and ISO-NE Practices for the delivery of the Products to Buyer have been satisfied, and (C) Seller has also satisfied the following conditions precedent as of such date:

n. Section 3.4(b)(i) of the Agreement shall be modified by deleting the phrase "that is equivalent to" therefrom.

o. Section 3.4(b)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (iii) Seller has obtained and demonstrated possession of or a demonstrable right to use all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility (including any Network Upgrades) and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

p. Section 3.4(b)(iv) of the Agreement shall be modified by changing the parenthetical phrase "(subject to Sections 4.1(b) and 4.1(c))" to "(subject to Section 4.1(c))".

q. Section 3.4(b)(viii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (viii) Seller (or the party with whom Seller contracts pursuant to Section 3.5(e)) (A) has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect and (B) has registered the Facility in the GIS;

r. Section 3.5(d) of the Agreement shall be modified by deleting the phrase "the equivalent of" therefrom.

s. Section 3.5(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) Forecasts. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of hourly Energy production by the Facility and all Additional Facilities (including a forecast of the Clean Peak Energy Certificates to be produced by the Facility and all Additional Facilities during the twelve (12) month period covered by such forecast), which forecasts shall be non-binding and prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 5.

t. Section 3.5(g) of the Agreement shall be modified by (i) changing the phrase "Subject to Sections 4.1(b) and 4.1(c)" at the beginning thereof to "Subject to Section 4.1(c)" and (ii) adding the following to the end thereof:

Except if, solely as a result of a change in Law, the products from any Additional Facility do not meet the requirements of the RPS, the CES or the Clean Peak Standard, Seller shall be solely responsible at Seller's cost for qualifying all Additional Facilities as RPS Class I Renewable Generation Units and for qualifying all Additional Facilities for the CES and the Clean Peak Standard, enabling the Massachusetts Department of Environmental Protection to accurately account for the energy delivered by all Additional Facilities in the state greenhouse gas emissions inventory, created under chapter 298 of the Acts of 2008, for arranging for providing meter data for all Additional Facilities to the Clean Peak Standard program administrator designated by DOER from time to time, and for maintaining such qualifications throughout the Services Term.

u. Section 3.5(l) of the Agreement shall be modified by adding the following to the end thereof:

Seller shall maintain the status of all Additional Facilities as EWGs (to the extent Seller meets the criteria for such status) at all times on and after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of all Additional Facilities at market-based rates, including market-based rate authority to the extent applicable.

v. Section 3.5(m) of the Agreement shall be modified by deleting the phrase "and in order to maximize the production of RECs that are eligible under the Clean Peak Standard (subject to Sections 4.1(b) and 4.1(c))".

w. Section 3.6(a) of the Agreement shall be modified by deleting the phrase "the equivalent of" therefrom.

x. Section 3.7 of the Agreement shall be deleted in its entirety and replaced with the following:

> 3.7 Forward Capacity Market Participation. Seller shall participate in ISO-NE's Forward Capacity Auction Qualification ("**FCAQ**") process for, and take all other necessary and appropriate actions to qualify for, the Forward Capacity Auction ("**FCA**") for the first full Capacity Commitment Period during the Services Term with a summer Seasonal Claimed Capability and a winter Seasonal Claimed Capability in each case not less than the aggregate maximum summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities collectively with a Capacity Capability Interconnection Standard interconnection, as determined by ISO-NE for the Facility and all Additional Facilities during the FCAQ process. Notwithstanding the above, actual Seller participation in any FCA or any other capacity market or obtaining a Capacity Supply Obligation shall not be required, but may be pursued at the option of Seller. Seller will provide Buyer with copies of all technical reports and studies provided to and/or by ISO-NE as part of the FCAQ process for the Facility and all Additional Facilities, as described in this Section 3.7, at the same time when those materials are provided to and/or by ISO-NE. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maximize the summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities consistent with the technical reports and studies provided to and/or by ISO-NE. Seller will provide Buyer with written notice of the summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities and the Network Upgrades required to satisfy both the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard at the Interconnection Point at those Seasonal Claimed Capabilities within fifteen (15) days after the determination thereof by ISO-NE.

y. Section 4.1(a) of the Agreement shall be modified by deleting (i) the sentence "The obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility" and replacing it with "The obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility and all Additional Facilities" and (ii) the sentence "To maximize the value of the Products and without limiting the application of Section 4.7(g), to the extent consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy and REC prices in New England and in order to maximize the production of RECs that are eligible under the Clean Peak Standard (subject to Sections 4.1(b) and 4.1(c))" and replacing it with "To maximize the value of the Products and without limiting the application of Section 4.7(g), to the extent consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy and the production and delivery of energy from all Additional Facilities during the time periods of anticipated peak load and peak Energy prices in New England."

z. Section 4.1(b) of the Agreement shall be deleted in its entirety and replaced with the following:

REDACTED

(b) Intentionally Omitted.

aa. Section 4.1(d) of the Agreement shall be modified by deleting the sentence "Buyer shall not purchase Energy or RECs in excess of the Contract Maximum Amount under this Agreement" and replacing it with "Energy or RECs in excess of the Contract Maximum Amount shall not be deemed Products; provided, however, that such excess Energy and RECs shall be Delivered by Seller in accordance with Section 4.2(a) and purchased by Buyer in accordance with Section 4.2(b)."

bb. Section 4.2(a) of the Agreement shall be modified by deleting the first paragraph thereof in its entirety and replacing it with the following:

> (a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and Deliver Energy hereunder with ISO-NE in accordance with this Agreement and all ISO-NE Practices and ISO-NE Rules to Buyer by registering Buyer as one of the Asset Owners on the ISO-NE Generation Asset Registration Form for the Facility and all Additional Facilities, with Buyer's percentage ownership on such form being equal to the Buyer's Delivery Point Entitlement (consistent with the definition thereof), with any necessary adjustments being made pursuant to ISO-NE settlement protocols. Solely for purposes of determining the amount of Energy or Test Energy Delivered by Seller and purchased by Buyer under this Agreement and notwithstanding anything to the contrary in this Agreement, Buyer's Percentage Entitlement of such Energy or Test Energy, as applicable, for any settlement interval under the ISO-NE Rules and ISO-NE Practices shall be equal to the Buyer's Delivery Point Entitlement of the sum of the Energy produced by the Facility and Delivered to the Delivery Point and the energy produced by all Additional Facilities and delivered to the Delivery Point during such settlement interval. Buyer shall have no obligation to pay for any Energy or Test Energy not transferred to Buyer in the Day-Ahead Energy Market (if such Energy or Test Energy, as applicable, is offered by Seller and settled in the Day-Ahead Energy Market), Real-Time Energy Market (if such Energy or Test Energy, as applicable, is offered by Seller and settled in the Real-Time Energy Market) and/or such other ISO-NE energy market (as reasonably agreed to from time to time by Buyer and Seller), or for which Buyer is not credited in the ISO Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system).

cc. Section 4.2 of the Agreement shall be further modified by adding the following new Section 4.2(b) immediately after Section 4.2(a):

> (b) In the event that the Energy and associated RECs Delivered to Buyer in any hour exceeds the Contract Maximum Amount for that hour, Buyer shall retain such Energy and RECs and shall pay Seller for such Energy and RECs in excess of the Contract Maximum Amount for such hour in an amount equal to the product of (x) such Energy (in MWh) in excess of the Contract Maximum Amount and (y) the lesser of (i) the Price; and (ii) [REDACTED] of the Real-Time LMP at the Delivery Point for such hour. In the event that the LMP in the Real-Time Energy Market or the

Day-Ahead Energy Market, as applicable, for the excess Energy at the Delivery Point is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Energy delivered in such hour and (ii) the absolute value of such hourly LMP at the Delivery Point.

dd. Section 4.2 of the Agreement shall be further modified by renumbering Section 4.2(b) to become Section 4.2(c) and by renumbering Section 4.2(c) to become Section 4.2(d).

ee. Section 4.2(c) of the Agreement shall be modified by deleting the following sentence:

Without limiting the foregoing, Seller shall submit an Internal Bilateral Transaction for the Energy being Delivered by the applicable scheduling deadline and Buyer shall confirm the Internal Bilateral Transaction submitted by Seller by the applicable scheduling deadline.

ff. Section 4.3 of the Agreement shall be modified by deleting the sentence "Consistent with the Unit Contingent nature of this Agreement, in the event that the Facility is generating Energy and Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement (a "**Delivery Failure**"), (and without limiting Buyer's rights under Section 9.2(h) and Section 9.3), Seller shall (i) execute a corrective Internal Bilateral Transaction for the Energy through ISO-NE and transfer the RECs through the GIS to the extent possible, and (ii) to the extent such a corrective Internal Bilateral Transaction or transfer through the GIS is not executed, pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages for such Delivery Failure" and replacing it with "Consistent with the Unit Contingent nature of this Agreement, in the event that the Facility is generating Energy that is transmitted to the Delivery Point and Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement (a "**Delivery Failure**"), (and without limiting Buyer's rights under Section 9.2(h) and Section 9.3), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages for such Delivery Failure."

gg. Section 4.5(d) of the Agreement shall be deleted in its entirety.

hh. Section 4.6(a) of the Agreement shall be modified by (i) changing the parenthetical phrase "(subject to Sections 4.1(b) and 4.1(c))" to "(subject to Section 4.1(c))" and (ii) by adding the following to the end thereof: "Seller shall provide Meter data to DOER or its designated program administrator in order for Buyer to receive RECs that satisfy the Clean Peak Standard."

ii. Section 4.6(b) of the Agreement shall be modified by deleting the sentence "Readings of the Meters at the Delivery Point by the Interconnecting Utility in whose territory the Delivery Point is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of energy delivered to the Delivery Point by the Facility, the Other Facility and the Additional Facilities, collectively, and readings of gross production at the turbines, as measured through SCADA data of the Facility, the Other Facility and the Additional Facilities,

as applicable, shall be conclusive as to the allocation of energy delivered to the Delivery Point by the Facility, the Other Facility and the Additional Facilities, as applicable, as further provided in Exhibit G" and replacing it with "Readings of the Meters at the Delivery Point by the Interconnecting Utility (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the aggregate amount of energy delivered to the Delivery Point by the Facility and the Additional Facilities, collectively. Readings of gross production at the turbines, as measured through SCADA data of the Facility and the Additional Facilities, as applicable, shall reasonably demonstrate the allocation of Test Energy delivered to the Delivery Point by the Facility and the Additional Facilities for purposes of Section 4.8."

jj. Section 4.6(b) of the Agreement shall be further modified by deleting the following sentences:

> Meter readings shall be adjusted to take into account the losses to Deliver the Energy at the Delivery Point. Seller shall make recorded meter data available monthly to Buyer at no cost.

kk. Section 4.6(c) of the Agreement shall be deleted in its entirety and replaced with the following:

> (c) Allocation of Energy between the Facility and the Additional Facilities. The Parties acknowledge and agree that the energy generated by the Facility and the Additional Facilities will not be separately metered at the Delivery Point, and the electric "energy," as such term is defined in the ISO-NE Tariff, generated in any hour (or shorter settlement period applicable under the ISO-NE Rules) by the Facility and the Additional Facilities as measured in MWh in Eastern Prevailing Time, less such facility's station service use, generator lead losses and transformer losses, will be allocated among the Facility and the Additional Facilities, and attributed to Energy and Test Energy being purchased by Buyer hereunder pursuant to Sections 4.2(a), 4.2(b) and 4.8.

ll. Section 4.7(a) of the Agreement shall be modified by adding the following to the end thereof:

> Solely for purposes of determining the amount of Environmental Attributes, including any and all RECs, required to be Delivered by Seller and purchased by Buyer under this Agreement and notwithstanding anything to the contrary in this Agreement, Buyer's Percentage Entitlement of the Environmental Attributes, including Buyer's Percentage Entitlement of any and all RECs, for any settlement interval under the ISO-NE Rules and ISO-NE Practices shall be equal to the Buyer's Delivery Point Entitlement of the sum of the Energy produced by the Facility and Delivered to the Delivery Point and the energy produced by all Additional Facilities and delivered to the Delivery Point during such settlement interval.

mm. In Section 4.7(c) of the Agreement, "Massachusetts" shall be inserted between "Maine" and "New Hampshire".

nn. Section 4.8 of the Agreement shall be deleted in its entirety and replaced with the following:

4.8 Test Period. During the Test Period, Seller shall sell and Deliver to Buyer, and Buyer shall purchase and receive, Buyer's Percentage Entitlement of any Test Products produced by or associated with the Facility. Notwithstanding the provisions of Section 5.1, payment for Test Products Delivered during the Test Period shall be equal to the product of (x) the Test Energy Delivered to Buyer (in MWh) and (y) [REDACTED] of the Real-Time LMP at the Delivery Point for such hour. In the event that the LMP in the Real-Time Energy Market or the Day-Ahead Energy Market, as applicable, for the Test Energy at the Delivery Point is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Test Energy delivered in such hour and (ii) the absolute value of such hourly LMP at the Delivery Point. With each monthly invoice provided for Test Products under Section 5.2, Seller shall provide a summary of the SCADA data on which such invoice was calculated.

oo. The first sentence of Section 5.1 of the Agreement is deleted in its entirety and replaced with the following: "All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D (subject to Sections 4.2(b) and 4.8); provided, however, that to the extent Seller has failed to use commercially reasonable efforts consistent with Good Utility Practice to cause the Products provided by Seller to Buyer under this Agreement to qualify and meet the requirements of the RPS, the CES and the Clean Peak Standard as applied to Buyer as provided in Section 4.1(c), Buyer shall purchase the Products at the Energy-only price specified in Exhibit D (subject to Sections 4.2(b) and 4.8)."

pp. Section 6.1(a) of the Agreement shall be deleted in its entirety and replaced with the following:

(a) Seller shall be required to post Credit Support in the amount of [REDACTED] (which is equal to $55,000.00 per MWh/hour of the Contract Maximum Amount) to secure Seller's obligations during the period between the Effective Date and the Commercial Operation Date ("**Development Period Security**"). [REDACTED] (which is equal to $40,000.00 per MWh/hour of the Contract Maximum Amount) of the Development Period Security has been provided to Buyer prior to the Amendment Date. An additional [REDACTED] (which is equal to $15,000.00 per MWh/hour of the Contract Maximum Amount) of the Development Period Security shall be provided to Buyer on or prior to the date that is fifteen (15) Business Days after receipt of the Amendment Regulatory Approval. If at any time, the amount of Development Period Security is reduced as a result of Buyer's draw upon such Development Period Security to less than the amount of Development Period Security required to be provided by Seller, within five (5) Business Days of that draw Seller shall replenish such Development Period Security in the amount of Development Period Security required to be provided by Seller. Buyer shall return any undrawn amount of the Development Period Security

(or any Cash proceeds from any drawing that are not applied to Seller's obligations hereunder) to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security) as provided in Section 6.1(b)).

qq. Section 7.2(b) of the Agreement is deleted in its entirety and replaced with the following:

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds or has a demonstrable right to use, or shall hold or have a demonstrable right to use as and when required to perform its obligations under this Agreement, all rights and entitlements (other than Permits or real property rights for which the applicable Critical Milestone deadline has not yet passed) necessary to construct, own and operate the Facility and to deliver the Products to Buyer in accordance with this Agreement.

rr. Section 7.2(f) of the Agreement shall be modified by deleting the sentence "To Seller's knowledge, Seller shall be able to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits or Related Transmission Approvals have not previously been received" and replacing it with "To Seller's knowledge, Seller and its Affiliates shall be able to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits or Related Transmission Approvals have not previously been received."

ss. Section 7.2(g) of the Agreement shall be deleted in its entirety and replaced with the following:

(g) RPS Class I Renewable Generation Unit. The Facility and all Additional Facilities shall be (i) RPS Class I Renewable Generation Units, qualified by the DOER as eligible to participate in the RPS program, under Section 11F of Chapter 25A (except in the event of a change in Law affecting such qualification as RPS Class I Renewable Generation Units, subject to Section 4.1(c)), (ii) Clean Peak Resources eligible under the Clean Peak Standard (except in the event of a change in Law affecting such qualification as Clean Peak Resources, subject to Section 4.1(c)) and (iii) tracked in the GIS to ensure a unit-specific accounting of the Delivery of the Energy and all energy produced by the Additional Facilities to enable the Massachusetts Department of Environmental Protection to accurately account for such combined Energy and energy in the state greenhouse gas emissions inventory, created under chapter 298 of the Acts of 2008, and the Facility shall have a Commercial Operation Date as verified by Buyer.

tt. Section 9.2(c) of the Agreement is deleted in its entirety and replaced with the following:

> (c) Energy Output. The failure of the Facility and all Additional Facilities to produce any energy for twelve (12) consecutive months during the Services Term, except to the extent (i) such failure is excused by (A) a Force Majeure (or equivalent for the Additional Facilities) or (B) a Catastrophic Failure (or equivalent for the Additional Facilities) not caused by a Force Majeure, unless and until such Catastrophic Failure exceeds the duration of the Catastrophic Failure Period, or (ii) the applicable LMP at the Delivery Point is negative (as described in Section 4.2(a)); or

uu. Section 9.2(h) of the Agreement is deleted in its entirety and replaced with the following:

> (h) Delivery Failure. The occurrence of a Delivery Failure on eleven (11) or more calendar days during the Services Term; or

vv. Exhibit A to the Agreement shall be replaced with Annex 1 attached to this First Amendment.

ww. Exhibit B to the Agreement shall be replaced with Annex 2 attached to this First Amendment.

xx. Exhibit D to the Agreement shall be modified by (i) substituting "$70.26" for the reference to "$77.76" in clause (a), (ii) substituting "$66.75" for the reference to "$73.87" in clause (a), (iii) substituting "$3.51" for the reference to "$3.89" in clause (a), (iv) deleting clause (b) in its entirety and (v) renumbering clause (c) of such Exhibit D accordingly.

yy. Exhibit E to the Agreement shall be replaced with Annex 3 attached to this First Amendment.

zz. Exhibit F to the Agreement shall be replaced with Annex 4 attached to this First Amendment.

aaa. Exhibit G to the Agreement shall be replaced with Annex 5 attached to this First Amendment.

3. MISCELLANEOUS

a. This First Amendment is conditioned upon and shall not become effective or binding unless and until the Amendment Regulatory Approval (as defined above) is received. Buyer shall notify Seller within ten (10) Business Days after receipt of the Amendment Regulatory Approval or receipt of a final written order of the MDPU regarding this First Amendment that does not satisfy all of the requirements of the Amendment Regulatory Approval (except that the final written order may remain subject to appeal or rehearing). This First Amendment may be terminated by either Buyer or Seller in the event that the Amendment Regulatory Approval is not received within 270 days after filing for the Amendment Regulatory Approval, without liability as a result

of such termination; provided, however, that in the event that an order of the MDPU that would provide the Amendment Regulatory Approval is issued within 270 days after filing and is subject to appeal or rehearing, neither Party will terminate this First Amendment while such appeal or rehearing request is pending provided that the Amendment Regulatory Approval is received within 18 months after such order of the MDPU is issued. In the event that this First Amendment does not become effective or is terminated as provided in this Section 3.a, the Agreement will remain in full force and effect.

b. The Parties acknowledge that the "Commercial Operation Date" under the Phase III Mayflower Wind Power Purchase Agreement shall not occur until the Commercial Operation Date under the Agreement has occurred.

c. After the execution of this First Amendment, the Parties will use commercially reasonable efforts to agree upon a conformed version of the Agreement reflecting the provisions of this First Amendment, which conformed version of the Agreement may be included in the filing for the Amendment Regulatory Approval (along with this First Amendment).

d. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after receipt of the Amendment Regulatory Approval, this First Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term "Agreement" shall be deemed to mean the Agreement, as amended by this First Amendment. This First Amendment may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties.

e. If any term or provision of this First Amendment or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this First Amendment and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this First Amendment for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction.

f. Any number of counterparts of this First Amendment may be executed, and each shall have the same force and effect as an original. Facsimile or PDF signatures hereon or on any notice or other instrument delivered under this First Amendment shall have the same force and effect as original signatures.

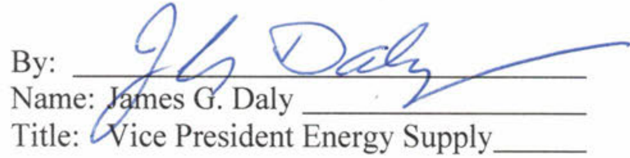
g. Interpretation and performance of this First Amendment shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

h. This First Amendment shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties permitted under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this First Amendment to be duly executed on its behalf as of the date first above written.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY, as Buyer



By: ______________________________
Name: James G. Daly ________________
Title: Vice President Energy Supply______

MAYFLOWER WIND ENERGY LLC, as Seller

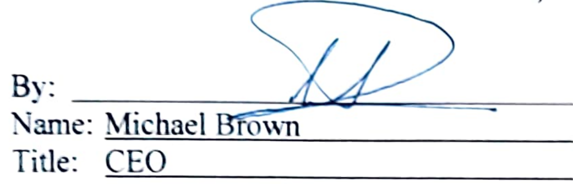
By: ______________________________
Name: ______________________________
Title: ______________________________

IN WITNESS WHEREOF, each of Buyer and Seller has caused this First Amendment to be duly executed on its behalf as of the date first above written.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY, as Buyer

By: ______________________________
Name: ______________________________
Title: ______________________________

MAYFLOWER WIND ENERGY LLC, as Seller



By: ______________________________
Name: Michael Brown
Title: CEO

ANNEX 1

EXHIBIT A

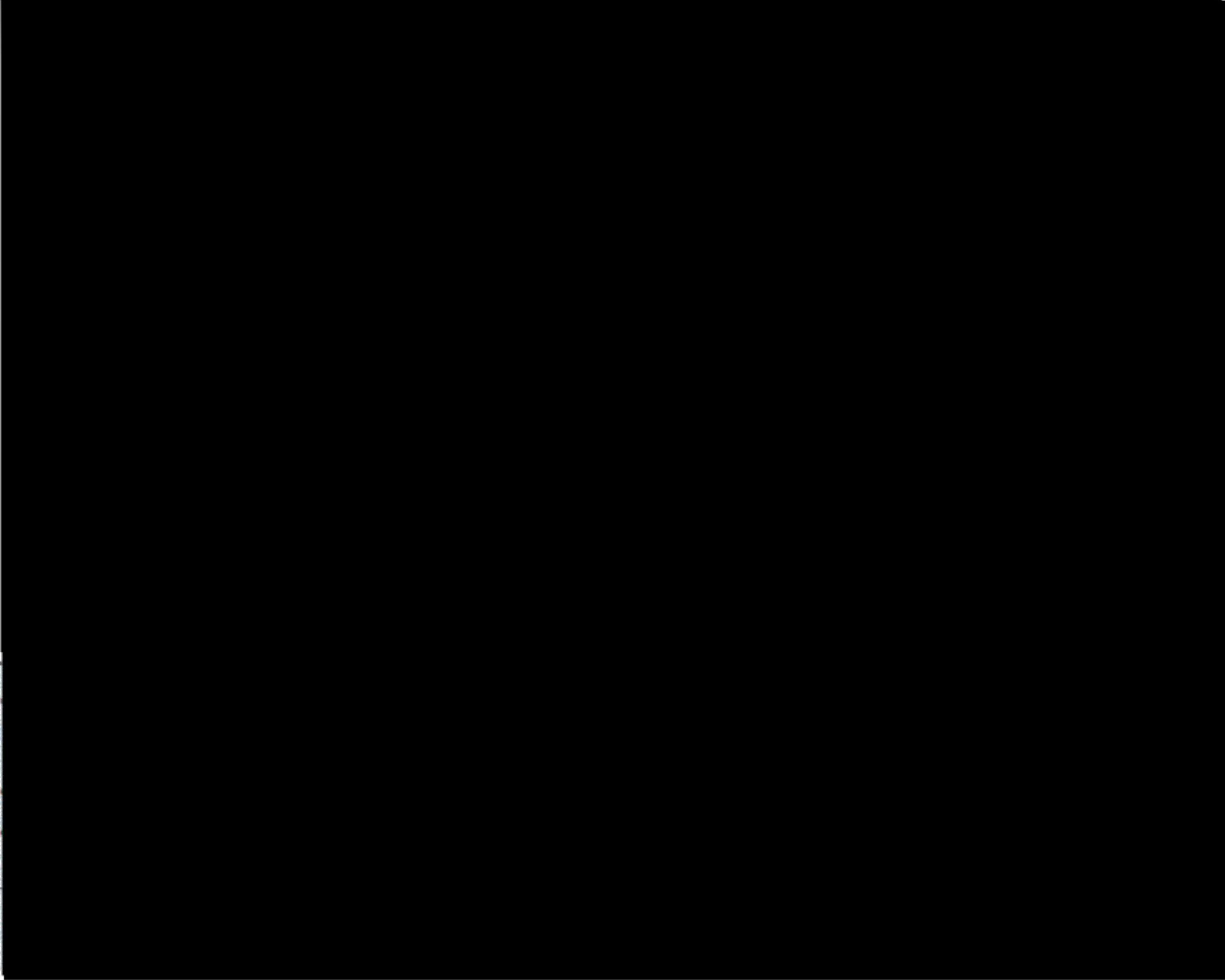
DESCRIPTION OF FACILITY

Facility:

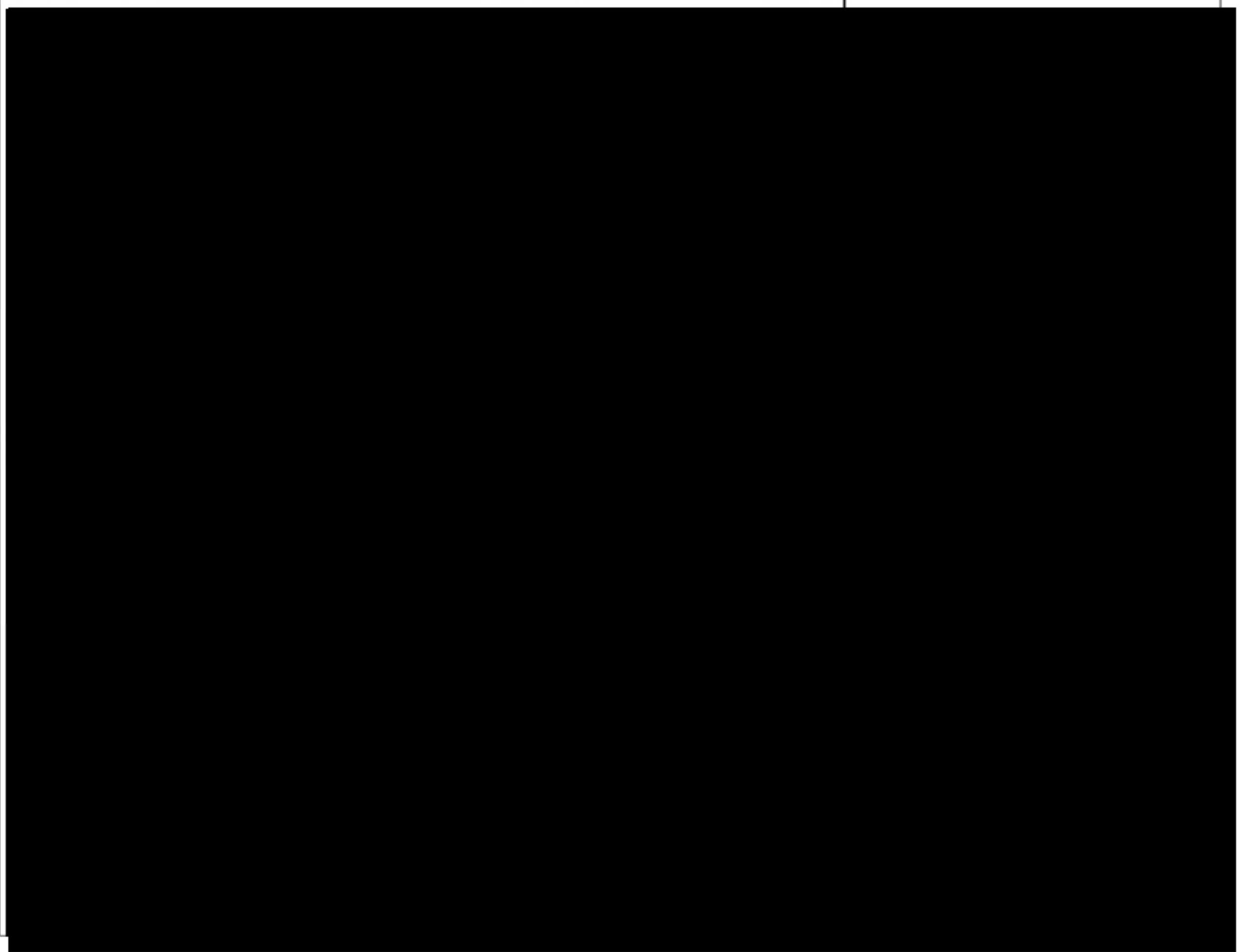
The Facility refers to the Phase II Facility, which is an offshore wind electric generation facility to be located on a portion of the Outer Continental Shelf in Bureau of Ocean Energy Management Lease OCS-A 0521 area that consists of certain turbines with aggregate expected nameplate capacity of approximately ███ MW (subject to Sections 3.3(b) and 3.3(c)), as preliminarily indicated below. The number and location of turbines included in the Facility will be based on the final turbine model selected prior to the Financial Closing Date. The table below will be updated to specify the serial number of each turbine included in the Facility as built and configured as of the Commercial Operation Date.

REDACTED

Preliminary Schematic Design



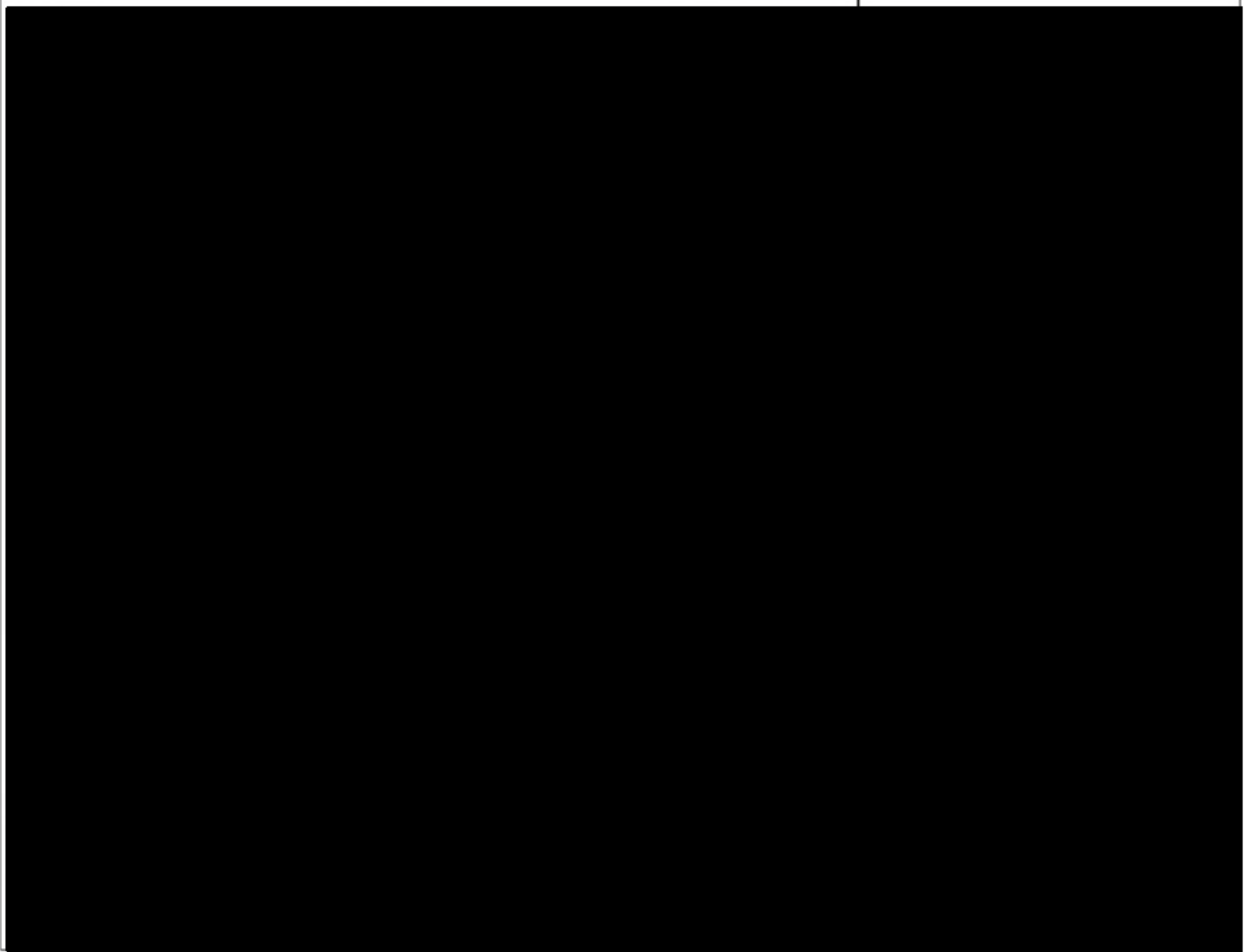
Preliminary Site Plan



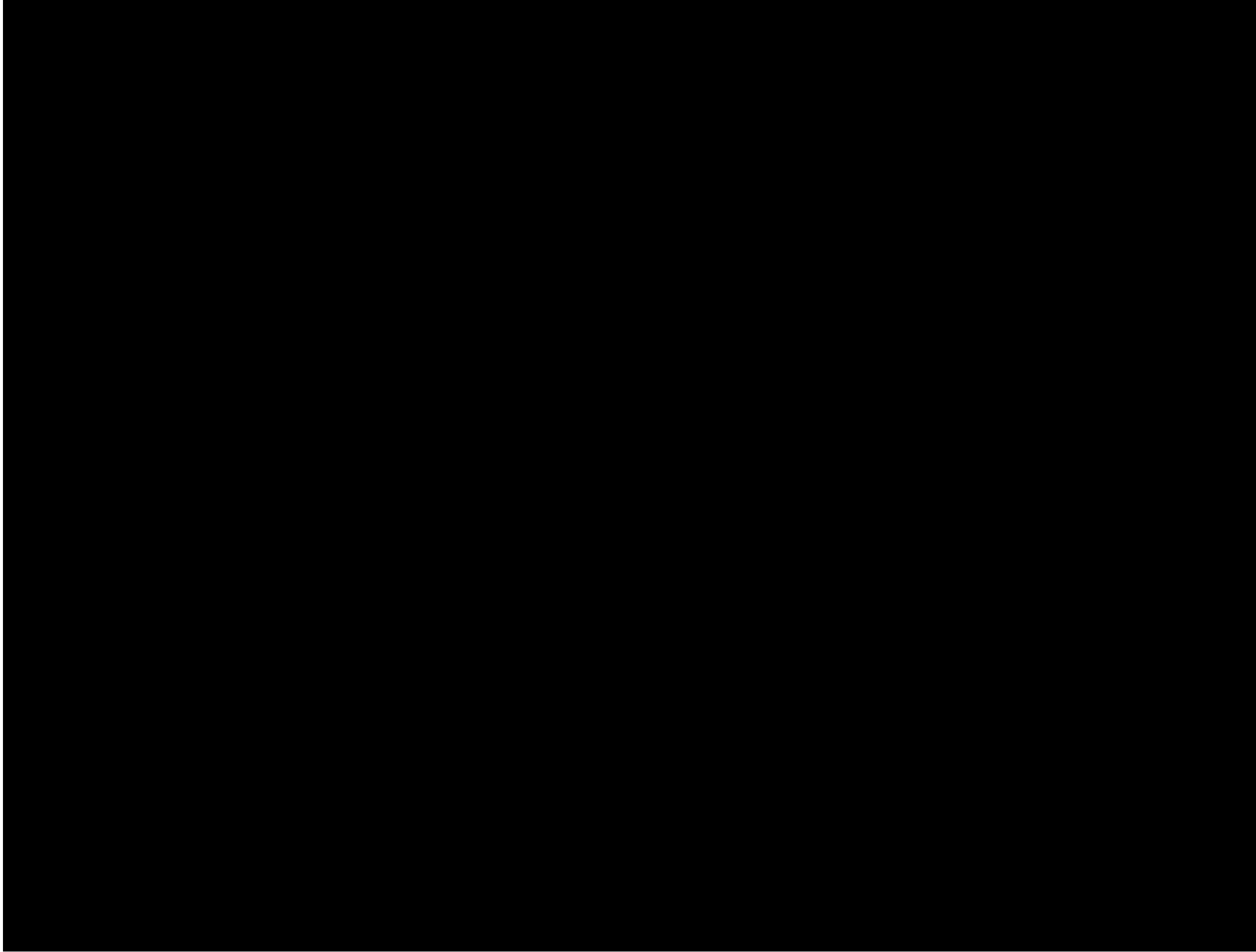
REDACTED

Delivery Point:

ISO-NE PTF Node: National Grid 345-kilovolt (kV) Substation at Brayton Point



REDACTED



Facility Turbines

Turbine	Serial Number	Turbine	Serial Number
1	To be identified	15	To be identified (if necessary)
2	To be identified (if necessary)	16	To be identified (if necessary)
3	To be identified (if necessary)	17	To be identified (if necessary)
4	To be identified (if necessary)	18	To be identified (if necessary)
5	To be identified (if necessary)	19	To be identified (if necessary)
6	To be identified (if necessary)	20	To be identified (if necessary)
7	To be identified (if necessary)	21	To be identified (if necessary)
8	To be identified (if necessary)	22	To be identified (if necessary)
9	To be identified (if necessary)	23	To be identified (if necessary)
10	To be identified (if necessary)	24	To be identified (if necessary)
11	To be identified (if necessary)	25	To be identified (if necessary)
12	To be identified (if necessary)	26	To be identified (if necessary)
13	To be identified (if necessary)	27	To be identified (if necessary)
14	To be identified (if necessary)	28	To be identified (if necessary)

Shared Equipment:

The Facility will consist of, or have the right to use, the components of the Phase I Facility, the Phase III Facility and certain other generating and related facilities to be developed by Seller and/or its Affiliates (other than the turbines) required to deliver Products to the Delivery Point (the "**Shared Equipment**"). The Shared Equipment will be shared with the Phase I Facility, the Phase III Facility and such other facilities and will include the following:

- Offshore converter platform
- Export cables
- Inter-array cables
- Onshore converter substation
- Onshore routing
- Point of interconnection substation

Proposed Facility Size:

█ MW

REDACTED

ANNEX 2

EXHIBIT B

SELLER'S CRITICAL MILESTONES – PERMITS AND REAL ESTATE RIGHTS

Table B-1: Federal Permits, Approvals, and Consultations

Agency	Permit/License/Consultation/ Approval
BOEM	Site Assessment Plan (SAP) (30 CFR §§ 585.606, 610, 611)
BOEM	Certified Verification Agent (CVA) Nomination
BOEM	Departure request for the early fabrication of Mayflower Wind's OSP and inter-array cables
BOEM	Departure request for deferral of Lease Area geotechnical data
BOEM	COP
BOEM	National Environmental Policy Act (NEPA) Review
BOEM	Facilities Design Report and Fabrication & Installation Report
U.S. Department of Defense (DoD) Clearing House	Informal Project Notification Form
U.S. Army Corps of Engineers	Individual Clean Water Act (CWA) Section 404 Rivers and Harbors Act of 1899 Section 10 Permit
U.S. Coast Guard (USCG)	Private Aids to Navigation Authorization
	Local Notice to Mariners
U.S. Environmental Protection Agency (EPA)	National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities
	Outer Continental Shelf Permit Clean Air Act
U.S. Fish and Wildlife Service (USFWS)	Endangered Species Act (ESA) Section 7 Consultation
	Bald and Golden Eagle Protection Act (BGEPA)
	Migratory Bird Treaty Act (MBTA) compliance
National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS)	Marine Mammal Protection Act (MMPA) Incidental Harassment Authorization (IHA) or Letter of Authorization (LOA)
Federal Aviation Administration	Determination of No Hazard

Table B-2: Massachusetts State Permits, Approvals, and Consultations

Agency	Permit/License/Approval
Massachusetts Executive Office of Energy and Environmental Affairs	Massachusetts Environmental Policy Act (MEPA) Environmental Notification Form (ENF) or Environmental Impact Report (EIR)
	Certificate of Secretary of Energy and Environmental Affairs
Massachusetts Energy Facility Siting Board (MA EFSB)	Approval to construct the proposed project, pursuant to G.L. c. 164, 69J (Siting Petition)
	Certificate of Environmental and Public Need (Section 72 Approval Consolidated with MA EFSB)
Massachusetts Department of Public Utilities	Approval to construct and use the proposed project, pursuant to G.L. c. 164, 72 (Section 72 Petition)
Massachusetts Department of Environmental Protection (MassDEP)	Chapter 91 Waterways License/Permit for dredge, fill, or structures in waterways or tidelands
	Section 401 Water Quality Certification
Massachusetts Office of Coastal Zone Management	Coastal Zone Management (CZM) Consistency Determination
Massachusetts Board of Underwater Archaeological Resources	Special Use Permit (SUP)
Massachusetts Historical Commission (MHC)	Project Notification Form/Field Investigation Permits (980 CMR 70.00)
	Section 106 Consultation
Massachusetts Fisheries and Wildlife (MassWildlife) – Natural Heritage & Endangered Species Program (NHESP)	Endangered Species Act Checklist
	Conservation and Management Permit (if needed) or No-Take Determination
Massachusetts Division of Marine Fisheries (MA DMF)	Letter of Authorization and/or Special License (for surveys), if needed

Table B-3: Rhode Island State Permits, Approvals, and Consultations

Agency	Permit/License/Approval
Rhode Island Coastal Resources Management Council (CRMC)	CZM Consistency Determination under the Federal Coastal Zone Management Act (16 United States Code [U.S.C.] §§ 1451-1464) and in accordance with the Rhode Island Coastal Resources Management Program and Special Area Management Plans
	Category B Assent and Submerged Lands License pursuant to R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1 and 650-RICR-20-00-2
	Category B Assent and Submerged Lands License pursuant to R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1 and 650-RICR-20-00-2
	Letters of Authorization/Survey Permit, if needed, in accordance with the R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1
	Freshwater Wetlands Permit pursuant to the Rules and Regulations Governing the Protection and Management of Freshwater Wetlands in the Vicinity of the Coast (650-RICR-20-00-2.1 *et seq.*) (RIGL 46-23-6)
Rhode Island Energy Facility Siting Board (RI EFSB)	License pursuant to the Energy Facility Siting Act (RIGL §§ 42-98-1 et seq.) and 445-RICR-00-1
Rhode Island Historical Preservation and Heritage Commission	Permission to conduct archaeological field investigations (pursuant to the Antiquities Act of Rhode Island, G.L. 42-45 and the Rhode Island Procedures for Registration and Protection of Historic Properties)
	Section 106 Consultation
Rhode Island Department of Environmental Management (RIDEM)	Consultation with the Rhode Island Natural Heritage Program and Division of Fish and Wildlife
	Water Quality Certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* and RIGL § 46-12-3 and Dredging Permit pursuant to the Marine Infrastructure Maintenance Act of 1996 and RI Rules and Regulations for Dredging and the Management of Dredged Materials (R.I.G.L. §§ 46-6.1 *et seq.*) and Rhode Island Water Quality Regulations (R.I.G.L. §§ 46.12 *et seq.*); (Dredging permit is issued jointly by RIDEM and CRMC under RIDEM dredging regulations)
	Rhode Island Pollution Discharge Elimination System General Permit for Stormwater Discharge Associated with Construction Activity pursuant to RIGL § 42-12 as amended
RIDEM Division of Fish & Wildlife	Letter of Authorization and/or Scientific Collector's Permit (for surveys and pre-lay grapnel run), if needed
Rhode Island Department of Transportation	Utility Permit/Physical Alteration Permit pursuant to RIGL Chapter 24-8

REDACTED

Table B-4: Local Permits, Licenses, and Approvals

Agency	Permit/License/Approval
Portsmouth, and Somerset Planning & Zoning Boards	Local Planning/Zoning Approval(s) (if needed)
Somerset Conservation Commission	Notice(s) of Intent and Order(s) of Conditions (Massachusetts Wetlands Protection Act and municipal wetland non-zoning bylaws)
Portsmouth, and Somerset Department of Public Works, Board of Selectmen, and/or Town Council	Street Opening Permits/Grants of Location

Table B-5: Real Property Rights

	Real Property Rights
Offshore	WTGs, Inter-Array Cables, and Offshore Substation Platform Locations
	Offshore Export Cable Route – Federal Waters
	Offshore Cable Route – Massachusetts State Waters
	Offshore Cable Route – Rhode Island State Waters
Onshore	Underground Export Cable Route – Associated Landfall(s)
HVDC Converter Station and Port Facilities	Land for onshore Converter Station - Brayton Point
	Construction Port Facilities
	O&M Port Facilities

REDACTED

ANNEX 3

EXHIBIT E

RELATED TRANSMISSION FACILITIES

REDACTED

ANNEX 4

EXHIBIT F

REQUIRED NETWORK UPGRADES

REDACTED

ANNEX 5

EXHIBIT G

FACILITY SIZE INCREASE PROTOCOL

The aggregate nameplate capacity of the Facility and all Additional Facilities shall not in any event exceed [REDACTED] MW; provided, however, that in the event Seller determines that it will propose that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed [REDACTED] MW, Buyer and Seller shall work together in good faith and using commercially reasonable efforts to develop a Facility Size Increase Protocol to appropriately allocate the associated Energy and RECs in accordance with the following elements:

[REDACTED]

REDACTED

REDACTED

Execution Version

FIRST AMENDMENT TO OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT PHASE II

This **FIRST AMENDMENT TO OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT** (this "**First Amendment**") is entered into as of May 23, 2022 (the "**Amendment Date**"), by and between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, a Massachusetts corporation ("**Buyer**"), and Mayflower Wind Energy LLC, a Delaware limited liability company ("**Seller**"). Buyer and Seller are individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Buyer and Seller executed that certain Offshore Wind Generation Unit Power Purchase Agreement for Phase II dated as of January 10, 2020 (the "**Agreement**"); and

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. DEFINITIONS

Any capitalized terms used in this First Amendment and not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

2. AMENDMENTS

a. Section 1 of the Agreement shall be modified by revising the definitions of "Additional Facilities," "Catastrophic Failure Period," "Cover Damages," "Environmental Attributes," "RECs," "Regulatory Approval," "Replacement RECs," "Resale Damages" and "Shared Equipment" to read as follows:

"**Additional Facilities**" shall mean the generating and related facilities, excluding the Facility, to be developed by Seller and/or its Affiliates, if any, that interconnect to the Pool Transmission Facilities at the Delivery Point and the energy of which is metered with the Energy Delivered hereunder in the ISO Settlement Market System.

"**Catastrophic Failure Period**" shall mean (a) with respect to any Key Equipment described in clause (a) of such definition, eighteen (18) consecutive months after the initial twelve (12) month failure to produce Energy due to the Catastrophic Failure of such Key Equipment and (b) with respect to any other Key Equipment, twelve (12) consecutive months after the initial twelve (12) month failure to produce Energy due to the Catastrophic Failure of such Key Equipment.

"**Cover Damages**" shall mean, with respect to any Delivery Failure, an amount equal to (a) the positive net amount, if, any, by which the Replacement Price exceeds the applicable Price that would have been paid for the Products pursuant to Section 5.1 hereof, multiplied by the quantity of that Delivery Failure, plus (b) any other costs incurred by Buyer in purchasing Replacement Energy and/or Replacement RECs due to that Delivery Failure, plus (c) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of that Delivery Failure, plus (d) any other transaction and other out-of-pocket costs incurred by Buyer that Buyer would have not incurred but for the Delivery Failure. Buyer shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"**Environmental Attributes**" shall mean any and all attributes available under the ISO-NE Rules, the RPS, the Clean Peak Standard, the CES, the GWSA and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances and all other indicia of ownership or control related thereto) or otherwise that are attributable, now or in the future, to Buyer's Percentage Entitlement to the favorable generation attributes or environmental attributes of the Facility or the Products produced by the Facility during the Services Term, up to and including the Contract Maximum Amount, including Buyer's Percentage Entitlement to: (a) any such credits, certificates, payments, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates (including, without limitation Clean Peak Energy Certificates) issued pursuant to the GIS in connection with Energy generated by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not in any event include: (i) any state or federal production tax credits; (ii) any state or federal investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; or (iv) any capacity rights associated with the Facility.

"**RECs**" shall mean all of the Certificates (including, without limitation Clean Peak Energy Certificates) and any and all other Environmental Attributes associated with the Energy or otherwise produced by the Facility including, but not limited to, those which satisfy the RPS for an RPS Class I Renewable Generation Unit, the Clean Peak Standard and the CES, and shall represent title to and claim over all such Environmental Attributes associated with the specified MWh of generation from the Facility.

"**Regulatory Approval**" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83C and the regulations promulgated thereunder and that all of the terms of such

Section 83C and such regulations apply to this Agreement; (2) definitive regulatory authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover remuneration of up to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approval, confirmation and authorizations shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing, as determined by Buyer in its sole discretion.

"**Replacement RECs**" shall mean any generation or environmental attributes, including any certificates or credits related thereto reflecting generation by a RPS Class I Renewable Generation Unit and a generating facility eligible to satisfy the CES and the Clean Peak Standard (subject to Section 4.1(c)), generating the same Environmental Attributes as are expected to be generated by the Facility at such time, that are available for purchase by Buyer as replacement for any RECs not Delivered as required hereunder during the Services Term.

"**Resale Damages**" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer's failure to accept such Products in accordance with the terms of this Agreement, plus (c) transaction and other out-of-pocket costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"**Shared Equipment**" shall mean the components of the Facility (other than the turbines) required to deliver Products to the Delivery Point and will include the offshore substation platform, export cables, inter-array cables, onshore substation, onshore routing and switching station and the point of interconnection.

b. Section 1 of the Agreement shall be further modified by adding the following definitions in the appropriate places therein Section 1:

"Amendment Date" shall mean May 23, 2022.

"**Amendment Regulatory Approval**" shall mean MDPU approval for the First Amendment to Offshore Wind Generation Unit Power Purchase Agreement for Phase II dated as of May 23, 2022 between Buyer and Seller without material modification or

conditions, which approval shall be final and not subject to appeal or rehearing and shall be acceptable to Buyer in its sole discretion.

"**Buyer's Delivery Point Entitlement**" shall mean the product, expressed as a percentage, of Buyer's Percentage Entitlement multiplied by the Delivery Point Ratio.

"**Clean Peak Energy Certificates**" shall have the same meaning as in the GIS Operating Rules.

"**Delivery Point Ratio**" shall mean at any time the percentage derived by dividing (i) ███ MW by (ii) the sum of (x) ███ MW plus (y) the actual nameplate capacity of all Additional Facilities, as built (subject to the next sentence for the Phase I Facility and the Phase III Facility), at such time. For purposes of calculating the Delivery Point Ratio, (a) if the Phase I Facility is included in the Additional Facilities, the Phase I Facility will be deemed to have an actual as-built nameplate capacity equal to ███ MW, (b) if the Phase III Facility is included in the Additional Facilities, the Phase III Facility will be deemed to have an actual as-built nameplate capacity equal to ███ MW, (c) the Delivery Point Ratio will initially be calculated on the Commercial Operation Date and (d) the Delivery Point Ratio will be recalculated and replaced each time any of the following occurs: (1) any Additional Facility (other than the Phase I Facility or the Phase III Facility) achieves commercial operation after the Commercial Operation Date for purposes of the ISO Settlement Market System or (2) the actual nameplate capacity of any Additional Facility (other than the Phase I Facility or the Phase III Facility), as built, changes after it achieves commercial operation after the Commercial Operation Date for purposes of the ISO Settlement Market System. In addition, to the extent that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed ███ MW as provided in Section 3.3(c), the Parties may include in any Facility Size Increase Protocol to be developed in accordance with Exhibit G any required corresponding adjustments to the calculation of the Delivery Point Ratio as provided in Exhibit G. Each calculation of the Delivery Point Ratio shall be stated in a notice from Seller to Buyer, which notice shall be binding upon reasonable agreement of Buyer.

"**Phase I Facility**" shall mean the "Facility" as defined in the Phase I Mayflower Wind Power Purchase Agreement.

"**Phase III Facility**" shall mean the "Facility" as defined in the Phase III Mayflower Wind Power Purchase Agreement.

"**Phase III Mayflower Wind Power Purchase Agreement**" shall mean the Offshore Wind Generation Unit Power Purchase Agreement entered into by Buyer and Seller dated as of April 15, 2022, as may be amended from time to time, with respect to an offshore wind electric generation facility expected to be in commercial operation by March 30, 2028.

"**Test Energy**" shall have the meaning set forth in Section 3.4(a) hereof.

"**Test Products**" shall have the meaning set forth in Section 3.4(a) hereof.

c. Section 1 of the Agreement shall be modified by deleting the definitions of "Internal Bilateral Transaction," "ITC," "Marginal Loss Revenue Fund," "Other Facility," "Settlement Period" and "Total Actual Facility Size."

d. Section 3.1(a)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

> (i) receipt of all necessary approvals by Massachusetts Energy Facility Siting Board and Rhode Island Energy Facility Siting Board for construction and operation of the Facility, as set forth in Exhibit B, and all other necessary approvals of relevant state and local siting authorities for construction and operation of the interconnection of the Facility to the Interconnecting Utility (not including approvals that are the responsibility of the Interconnecting Utility), each in final form, by [REDACTED]

e. Section 3.1(a)(ii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (ii) qualification determination notification under ISO-NE Tariff Section III.13.1.1.2.8 with respect to the New Generating Capacity Resource's participation in the Forward Capacity Auction, stating summer and winter qualified capacity and a list of transmission upgrades required, if any, by [REDACTED] [REDACTED];

f. Section 3.1(a)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (iii) receipt of all Permits necessary to construct and operate the Facility and acquisition of all required real property rights in addition to the federal lease referenced in Section 7.2(m) necessary for construction and operation of the Facility, the interconnection of the Facility to the Interconnecting Utility and the construction of Network Upgrades in final form with all options and/or contingencies having been exercised demonstrating complete site control, all as set forth in Exhibit B, by [REDACTED]

g. Section 3.1(a) shall be further modified by (i) substituting [REDACTED] for the reference to [REDACTED] in clause (iv), (ii) substituting [REDACTED] for the reference to [REDACTED] [REDACTED] in clause (v) and (iii) substituting "December 1, 2027" for the reference to "December 15, 2025" in clause (vi).

h. Section 3.1(d) of the Agreement shall be modified to insert the following prior to the period at the end thereof: "; and further provided that Seller shall not have the right to declare a Force Majeure event related to the Permits Critical Milestone (Section 3.1(a)(iii)) and the Financial Closing Date Critical Milestone (Section 3.1(a)(iv)))".

i. Section 3.3(c) of the Agreement shall be modified by substituting the following for the last sentence thereof:

The aggregate nameplate capacity of the Facility and all Additional Facilities shall not in any event exceed [REDACTED] MW; provided, however, that in the event Seller determines that it will propose that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed [REDACTED] MW, Buyer and Seller shall work together in good faith and using commercially reasonable efforts to develop a Facility Size Increase Protocol to appropriately allocate the associated Energy and RECs in accordance with Exhibit G.

j. Section 3.3(d) of the Agreement shall be modified by adding the following at the end thereof:

Seller may, at its option, prepare a consolidated progress report for purposes of its obligations hereunder and under the Phase I Mayflower Wind Power Purchase Agreement and the Phase III Mayflower Wind Power Purchase Agreement, so long as such progress report separately defines the progress updates applicable to each of the Facility, the Phase I Facility and the Phase III Facility. The Parties intend that, within five (5) to ten (10) days following the issuance of each progress report, Buyer and Seller shall have an electronic conference to discuss the status of the Facility (which may also include the status of the Phase I Facility and the Phase III Facility, as applicable), including the matters addressed in the progress report.

k. Section 3.3(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) Exhibit Updates. Within thirty (30) days after the Commercial Operation Date and after the delivery of each Additional Construction Certificate, as applicable, Seller shall provide Buyer with an updated version of Exhibit A and Exhibit E solely to reflect the Actual Facility Size and the serial number of each turbine included in the Facility, each as built and configured as of such date, and to include a one-line drawing of the Facility and each Additional Facility showing the turbine arrays and how SCADA data is aggregated for the Facility and each Additional Facility, which one-line drawing will be further updated as and when turbines are added to any Additional Facility after the Commercial Operation Date. After the completion of the FCAQ process and determination of the Network Upgrades required for the Facility and any Additional Facilities to interconnect at the Capacity Capability Interconnection Standard in accordance with Section 3.7, Seller shall provide Buyer with an updated version of Exhibit E solely to reflect such Network Upgrades required for the Facility. Any changes to any Exhibit other than as provided in this Section 3.3(f) will require Buyer's consent.

l. Section 3.4(a) shall be deleted in its entirety and replaced with the following:

Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date. Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products; provided, however, that any Energy generated by the Facility prior to the Commercial Operation Date, together with any associated RECs ("**Test Energy**" and, together with

such RECs, the "**Test Products**" and any such period, a "**Test Period**"), shall be Delivered by Seller and purchased by Buyer in accordance with Section 4.8.

m. The lead-in paragraph of Section 3.4(b) of the Agreement shall be deleted in its entirety and replaced with the following:

(b) The Commercial Operation Date shall occur on the date on which Seller provides Buyer with a certificate of Seller's chief executive officer, chief operating officer, chief financial officer or another officer of a similar level in Seller's organization notifying Buyer that (A) the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency) so long as the Actual Facility Size on the Commercial Operation Date is at least [REDACTED] MW (which is [REDACTED] of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and the Facility is capable of regular commercial operation in accordance with Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, (B) all requirements of the ISO-NE Rules and ISO-NE Practices for the delivery of the Products to Buyer have been satisfied, and (C) Seller has also satisfied the following conditions precedent as of such date:

n. Section 3.4(b)(i) of the Agreement shall be modified by deleting the phrase "that is equivalent to" therefrom.

o. Section 3.4(b)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

(iii) Seller has obtained and demonstrated possession of or a demonstrable right to use all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility (including any Network Upgrades) and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

p. Section 3.4(b)(iv) of the Agreement shall be modified by changing the parenthetical phrase "(subject to Sections 4.1(b) and 4.1(c))" to "(subject to Section 4.1(c))".

q. Section 3.4(b)(viii) of the Agreement shall be deleted in its entirety and replaced with the following:

(viii) Seller (or the party with whom Seller contracts pursuant to Section 3.5(e)) (A) has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect and (B) has registered the Facility in the GIS;

r. Section 3.5(d) of the Agreement shall be modified by deleting the phrase "the equivalent of" therefrom.

s. Section 3.5(f) of the Agreement shall be deleted in its entirety and replaced with the following:

> (f) <u>Forecasts</u>. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of hourly Energy production by the Facility and all Additional Facilities (including a forecast of the Clean Peak Energy Certificates to be produced by the Facility and all Additional Facilities during the twelve (12) month period covered by such forecast), which forecasts shall be non-binding and prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 5.

t. Section 3.5(g) of the Agreement shall be modified by (i) changing the phrase "Subject to Sections 4.1(b) and 4.1(c)" at the beginning thereof to "Subject to Section 4.1(c)" and (ii) adding the following to the end thereof:

> Except if, solely as a result of a change in Law, the products from any Additional Facility do not meet the requirements of the RPS, the CES or the Clean Peak Standard, Seller shall be solely responsible at Seller's cost for qualifying all Additional Facilities as RPS Class I Renewable Generation Units and for qualifying all Additional Facilities for the CES and the Clean Peak Standard, enabling the Massachusetts Department of Environmental Protection to accurately account for the energy delivered by all Additional Facilities in the state greenhouse gas emissions inventory, created under chapter 298 of the Acts of 2008, for arranging for providing meter data for all Additional Facilities to the Clean Peak Standard program administrator designated by DOER from time to time, and for maintaining such qualifications throughout the Services Term.

u. Section 3.5(l) of the Agreement shall be modified by adding the following to the end thereof:

> Seller shall maintain the status of all Additional Facilities as EWGs (to the extent Seller meets the criteria for such status) at all times on and after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of all Additional Facilities at market-based rates, including market-based rate authority to the extent applicable.

v. Section 3.5(m) of the Agreement shall be modified by deleting the phrase "and in order to maximize the production of RECs that are eligible under the Clean Peak Standard (subject to Sections 4.1(b) and 4.1(c))".

w. Section 3.6(a) of the Agreement shall be modified by deleting the phrase "the equivalent of" therefrom.

x. Section 3.7 of the Agreement shall be deleted in its entirety and replaced with the following:

> 3.7 Forward Capacity Market Participation. Seller shall participate in ISO-NE's Forward Capacity Auction Qualification ("**FCAQ**") process for, and take all other necessary and appropriate actions to qualify for, the Forward Capacity Auction ("**FCA**") for the first full Capacity Commitment Period during the Services Term with a summer Seasonal Claimed Capability and a winter Seasonal Claimed Capability in each case not less than the aggregate maximum summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities collectively with a Capacity Capability Interconnection Standard interconnection, as determined by ISO-NE for the Facility and all Additional Facilities during the FCAQ process. Notwithstanding the above, actual Seller participation in any FCA or any other capacity market or obtaining a Capacity Supply Obligation shall not be required, but may be pursued at the option of Seller. Seller will provide Buyer with copies of all technical reports and studies provided to and/or by ISO-NE as part of the FCAQ process for the Facility and all Additional Facilities, as described in this Section 3.7, at the same time when those materials are provided to and/or by ISO-NE. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maximize the summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities consistent with the technical reports and studies provided to and/or by ISO-NE. Seller will provide Buyer with written notice of the summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities and the Network Upgrades required to satisfy both the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard at the Interconnection Point at those Seasonal Claimed Capabilities within fifteen (15) days after the determination thereof by ISO-NE.

y. Section 4.1(a) of the Agreement shall be modified by deleting (i) the sentence "The obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility" and replacing it with "The obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility and all Additional Facilities" and (ii) the sentence "To maximize the value of the Products and without limiting the application of Section 4.7(g), to the extent consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy and REC prices in New England and in order to maximize the production of RECs that are eligible under the Clean Peak Standard (subject to Sections 4.1(b) and 4.1(c))" and replacing it with "To maximize the value of the Products and without limiting the application of Section 4.7(g), to the extent consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy and the

REDACTED

production and delivery of energy from all Additional Facilities during the time periods of anticipated peak load and peak Energy prices in New England."

z. Section 4.1(b) of the Agreement shall be deleted in its entirety and replaced with the following:

(b) Intentionally Omitted.

aa. Section 4.1(d) of the Agreement shall be modified by deleting the sentence "Buyer shall not purchase Energy or RECs in excess of the Contract Maximum Amount under this Agreement" and replacing it with "Energy or RECs in excess of the Contract Maximum Amount shall not be deemed Products; provided, however, that such excess Energy and RECs shall be Delivered by Seller in accordance with Section 4.2(a) and purchased by Buyer in accordance with Section 4.2(b)."

bb. Section 4.2(a) of the Agreement shall be modified by deleting the first paragraph thereof in its entirety and replacing it with the following:

> (a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and Deliver Energy hereunder with ISO-NE in accordance with this Agreement and all ISO-NE Practices and ISO-NE Rules to Buyer by registering Buyer as one of the Asset Owners on the ISO-NE Generation Asset Registration Form for the Facility and all Additional Facilities, with Buyer's percentage ownership on such form being equal to the Buyer's Delivery Point Entitlement (consistent with the definition thereof), with any necessary adjustments being made pursuant to ISO-NE settlement protocols. Solely for purposes of determining the amount of Energy or Test Energy Delivered by Seller and purchased by Buyer under this Agreement and notwithstanding anything to the contrary in this Agreement, Buyer's Percentage Entitlement of such Energy or Test Energy, as applicable, for any settlement interval under the ISO-NE Rules and ISO-NE Practices shall be equal to the Buyer's Delivery Point Entitlement of the sum of the Energy produced by the Facility and Delivered to the Delivery Point and the energy produced by all Additional Facilities and delivered to the Delivery Point during such settlement interval. Buyer shall have no obligation to pay for any Energy or Test Energy not transferred to Buyer in the Day-Ahead Energy Market (if such Energy or Test Energy, as applicable, is offered by Seller and settled in the Day-Ahead Energy Market), Real-Time Energy Market (if such Energy or Test Energy, as applicable, is offered by Seller and settled in the Real-Time Energy Market) and/or such other ISO-NE energy market (as reasonably agreed to from time to time by Buyer and Seller), or for which Buyer is not credited in the ISO Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system).

cc. Section 4.2 of the Agreement shall be further modified by adding the following new Section 4.2(b) immediately after Section 4.2(a):

(b) In the event that the Energy and associated RECs Delivered to Buyer in any hour exceeds the Contract Maximum Amount for that hour, Buyer shall retain such Energy and RECs and shall pay Seller for such Energy and RECs in excess of the Contract Maximum Amount for such hour in an amount equal to the product of (x) such Energy (in MWh) in excess of the Contract Maximum Amount and (y) the lesser of (i) the Price; and (ii) [REDACTED] of the Real-Time LMP at the Delivery Point for such hour. In the event that the LMP in the Real-Time Energy Market or the Day-Ahead Energy Market, as applicable, for the excess Energy at the Delivery Point is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Energy delivered in such hour and (ii) the absolute value of such hourly LMP at the Delivery Point.

dd. Section 4.2 of the Agreement shall be further modified by renumbering Section 4.2(b) to become Section 4.2(c) and by renumbering Section 4.2(c) to become Section 4.2(d).

ee. Section 4.2(c) of the Agreement shall be modified by deleting the following sentence:

Without limiting the foregoing, Seller shall submit an Internal Bilateral Transaction for the Energy being Delivered by the applicable scheduling deadline and Buyer shall confirm the Internal Bilateral Transaction submitted by Seller by the applicable scheduling deadline.

ff. Section 4.3 of the Agreement shall be modified by deleting the sentence "Consistent with the Unit Contingent nature of this Agreement, in the event that the Facility is generating Energy and Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement (a "**Delivery Failure**"), (and without limiting Buyer's rights under Section 9.2(h) and Section 9.3), Seller shall (i) execute a corrective Internal Bilateral Transaction for the Energy through ISO-NE and transfer the RECs through the GIS to the extent possible, and (ii) to the extent such a corrective Internal Bilateral Transaction or transfer through the GIS is not executed, pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages for such Delivery Failure" and replacing it with "Consistent with the Unit Contingent nature of this Agreement, in the event that the Facility is generating Energy that is transmitted to the Delivery Point and Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement (a "**Delivery Failure**"), (and without limiting Buyer's rights under Section 9.2(h) and Section 9.3), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages for such Delivery Failure."

gg. Section 4.5(d) of the Agreement shall be deleted in its entirety.

hh. Section 4.6(a) of the Agreement shall be modified by (i) changing the parenthetical phrase "(subject to Sections 4.1(b) and 4.1(c))" to "(subject to Section 4.1(c))" and (ii) by adding

the following to the end thereof: "Seller shall provide Meter data to DOER or its designated program administrator in order for Buyer to receive RECs that satisfy the Clean Peak Standard."

ii. Section 4.6(b) of the Agreement shall be modified by deleting the sentence "Readings of the Meters at the Delivery Point by the Interconnecting Utility in whose territory the Delivery Point is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of energy delivered to the Delivery Point by the Facility, the Other Facility and the Additional Facilities, collectively, and readings of gross production at the turbines, as measured through SCADA data of the Facility, the Other Facility and the Additional Facilities, as applicable, shall be conclusive as to the allocation of energy delivered to the Delivery Point by the Facility, the Other Facility and the Additional Facilities, as applicable, as further provided in Exhibit G" and replacing it with "Readings of the Meters at the Delivery Point by the Interconnecting Utility (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the aggregate amount of energy delivered to the Delivery Point by the Facility and the Additional Facilities, collectively. Readings of gross production at the turbines, as measured through SCADA data of the Facility and the Additional Facilities, as applicable, shall reasonably demonstrate the allocation of Test Energy delivered to the Delivery Point by the Facility and the Additional Facilities for purposes of Section 4.8."

jj. Section 4.6(b) of the Agreement shall be further modified by deleting the following sentences:

> Meter readings shall be adjusted to take into account the losses to Deliver the Energy at the Delivery Point. Seller shall make recorded meter data available monthly to Buyer at no cost.

kk. Section 4.6(c) of the Agreement shall be deleted in its entirety and replaced with the following:

> (c) Allocation of Energy between the Facility and the Additional Facilities. The Parties acknowledge and agree that the energy generated by the Facility and the Additional Facilities will not be separately metered at the Delivery Point, and the electric "energy," as such term is defined in the ISO-NE Tariff, generated in any hour (or shorter settlement period applicable under the ISO-NE Rules) by the Facility and the Additional Facilities as measured in MWh in Eastern Prevailing Time, less such facility's station service use, generator lead losses and transformer losses, will be allocated among the Facility and the Additional Facilities, and attributed to Energy and Test Energy being purchased by Buyer hereunder pursuant to Sections 4.2(a), 4.2(b) and 4.8.

ll. Section 4.7(a) of the Agreement shall be modified by adding the following to the end thereof:

> Solely for purposes of determining the amount of Environmental Attributes, including any and all RECs, required to be Delivered by Seller and purchased by Buyer under this Agreement and notwithstanding anything to the contrary in this Agreement,

Buyer's Percentage Entitlement of the Environmental Attributes, including Buyer's Percentage Entitlement of any and all RECs, for any settlement interval under the ISO-NE Rules and ISO-NE Practices shall be equal to the Buyer's Delivery Point Entitlement of the sum of the Energy produced by the Facility and Delivered to the Delivery Point and the energy produced by all Additional Facilities and delivered to the Delivery Point during such settlement interval.

mm. In Section 4.7(c) of the Agreement, "Massachusetts" shall be inserted between "Maine" and "New Hampshire".

nn. Section 4.8 of the Agreement shall be deleted in its entirety and replaced with the following:

4.8 Test Period. During the Test Period, Seller shall sell and Deliver to Buyer, and Buyer shall purchase and receive, Buyer's Percentage Entitlement of any Test Products produced by or associated with the Facility. Notwithstanding the provisions of Section 5.1, payment for Test Products Delivered during the Test Period shall be equal to the product of (x) the Test Energy Delivered to Buyer (in MWh) and (y) ██████ ████████████████ of the Real-Time LMP at the Delivery Point for such hour. In the event that the LMP in the Real-Time Energy Market or the Day-Ahead Energy Market, as applicable, for the Test Energy at the Delivery Point is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Test Energy delivered in such hour and (ii) the absolute value of such hourly LMP at the Delivery Point. With each monthly invoice provided for Test Products under Section 5.2, Seller shall provide a summary of the SCADA data on which such invoice was calculated.

oo. The first sentence of Section 5.1 of the Agreement is deleted in its entirety and replaced with the following: "All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D (subject to Sections 4.2(b) and 4.8); provided, however, that to the extent Seller has failed to use commercially reasonable efforts consistent with Good Utility Practice to cause the Products provided by Seller to Buyer under this Agreement to qualify and meet the requirements of the RPS, the CES and the Clean Peak Standard as applied to Buyer as provided in Section 4.1(c), Buyer shall purchase the Products at the Adjusted Price specified in Exhibit D (subject to Sections 4.2(b) and 4.8)."

pp. Section 6.2(a) of the Agreement shall be deleted in its entirety and replaced with the following:

(a) Seller shall be required to post Credit Support with a total Value of ████████████ (which is equal to $55,000.00 per MWh/hour of the Contract Maximum Amount) to secure Seller's Obligations between the Effective Date and the Commercial Operation Date ("**Development Period Security**"). ████████████ (which is equal to $40,000.00 per MWh/hour of the Contract Maximum Amount) of the Development Period Security has been provided to Buyer prior to the Amendment Date. An additional ████████████ (which is equal to $15,000.00 per

MWh/hour of the Contract Maximum Amount) of the Development Period Security shall be provided to Buyer on or prior to the date that is fifteen (15) Business Days after receipt of the Amendment Regulatory Approval. Buyer shall return any undrawn amount of the Development Period Security to Seller within thirty (30) days after the earlier of (i) the termination of this Agreement pursuant to Section 8.1 and (ii) the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security.

qq. Section 7.2(b) of the Agreement is deleted in its entirety and replaced with the following:

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds or has a demonstrable right to use, or shall hold or have a demonstrable right to use as and when required to perform its obligations under this Agreement, all rights and entitlements (other than Permits or real property rights for which the applicable Critical Milestone deadline has not yet passed) necessary to construct, own and operate the Facility and to deliver the Products to Buyer in accordance with this Agreement.

rr. Section 7.2(f) of the Agreement shall be modified by deleting the sentence "To Seller's knowledge, Seller shall be able to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits or Related Transmission Approvals have not previously been received" and replacing it with "To Seller's knowledge, Seller and its Affiliates shall be able to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits or Related Transmission Approvals have not previously been received."

ss. Section 7.2(g) of the Agreement shall be deleted in its entirety and replaced with the following:

(g) RPS Class I Renewable Generation Unit. The Facility and all Additional Facilities shall be (i) RPS Class I Renewable Generation Units, qualified by the DOER as eligible to participate in the RPS program, under Section 11F of Chapter 25A (except in the event of a change in Law affecting such qualification as RPS Class I Renewable Generation Units, subject to Section 4.1(c)), (ii) Clean Peak Resources eligible under the Clean Peak Standard (except in the event of a change in Law affecting such qualification as Clean Peak Resources, subject to Section 4.1(c)) and (iii) tracked in the GIS to ensure a unit-specific accounting of the Delivery of the Energy and all energy produced by the Additional Facilities to enable the Massachusetts Department of Environmental Protection to accurately account for such combined Energy and energy in the state greenhouse gas emissions inventory,

REDACTED

created under chapter 298 of the Acts of 2008, and the Facility shall have a Commercial Operation Date as verified by Buyer.

tt. Section 9.2(c) of the Agreement is deleted in its entirety and replaced with the following:

(c) Energy Output. The failure of the Facility and all Additional Facilities to produce any energy for twelve (12) consecutive months during the Services Term, except to the extent (i) such failure is excused by (A) a Force Majeure (or equivalent for the Additional Facilities) or (B) a Catastrophic Failure (or equivalent for the Additional Facilities) not caused by a Force Majeure, unless and until such Catastrophic Failure exceeds the duration of the Catastrophic Failure Period, or (ii) the applicable LMP at the Delivery Point is negative (as described in Section 4.2(a)); or

uu. Section 9.2(h) of the Agreement is deleted in its entirety and replaced with the following:

(h) Delivery Failure. The occurrence of a Delivery Failure on eleven (11) or more calendar days during the Services Term; or

vv. Exhibit A to the Agreement shall be replaced with Annex 1 attached to this First Amendment.

ww. Exhibit B to the Agreement shall be replaced with Annex 2 attached to this First Amendment.

xx. Exhibit D to the Agreement shall be modified by (i) substituting "$70.26" for the reference to "$77.76" in clause (a), (ii) substituting "$66.75" for the reference to "$73.87" in clause (a), (iii) deleting clause (b) in its entirety and (iv) renumbering clause (c) and clause (d) of such Exhibit D accordingly.

yy. Exhibit E to the Agreement shall be replaced with Annex 3 attached to this First Amendment.

zz. Exhibit F to the Agreement shall be replaced with Annex 4 attached to this First Amendment.

aaa. Exhibit G to the Agreement shall be replaced with Annex 5 attached to this First Amendment.

3. MISCELLANEOUS

a. This First Amendment is conditioned upon and shall not become effective or binding unless and until the Amendment Regulatory Approval (as defined above) is received. Buyer shall notify Seller within ten (10) Business Days after receipt of the Amendment Regulatory Approval or receipt of a final written order of the MDPU regarding this First Amendment that does not satisfy all of the requirements of the Amendment Regulatory Approval (except that the final

REDACTED

written order may remain subject to appeal or rehearing). This First Amendment may be terminated by either Buyer or Seller in the event that the Amendment Regulatory Approval is not received within 270 days after filing for the Amendment Regulatory Approval, without liability as a result of such termination; provided, however, that in the event that an order of the MDPU that would provide the Amendment Regulatory Approval is issued within 270 days after filing and is subject to appeal or rehearing, neither Party will terminate this First Amendment while such appeal or rehearing request is pending provided that the Amendment Regulatory Approval is received within 18 months after such order of the MDPU is issued. In the event that this First Amendment does not become effective or is terminated as provided in this Section 3.a, the Agreement will remain in full force and effect.

b. The Parties acknowledge that the "Commercial Operation Date" under the Phase III Mayflower Wind Power Purchase Agreement shall not occur until the Commercial Operation Date under the Agreement has occurred.

c. After the execution of this First Amendment, the Parties will use commercially reasonable efforts to agree upon a conformed version of the Agreement reflecting the provisions of this First Amendment, which conformed version of the Agreement may be included in the filing for the Amendment Regulatory Approval (along with this First Amendment).

d. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after receipt of the Amendment Regulatory Approval, this First Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term "Agreement" shall be deemed to mean the Agreement, as amended by this First Amendment. This First Amendment may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties.

e. If any term or provision of this First Amendment or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this First Amendment and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this First Amendment for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction.

f. Any number of counterparts of this First Amendment may be executed, and each shall have the same force and effect as an original. Facsimile or PDF signatures hereon or on any notice or other instrument delivered under this First Amendment shall have the same force and effect as original signatures.

g. Interpretation and performance of this First Amendment shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

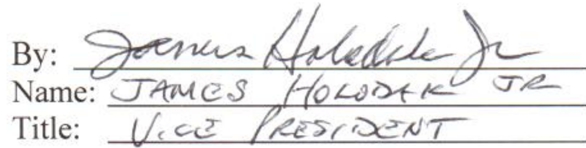
h. This First Amendment shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties permitted under the Agreement.

[Signature Page Follows]

REDACTED

IN WITNESS WHEREOF, each of Buyer and Seller has caused this First Amendment to be duly executed on its behalf as of the date first above written.

MASSACHUSETTS ELECTRIC COMPANY AND NANTUCKET ELECTRIC COMPANY d/b/a NATIONAL GRID, as Buyer



By: ______________________
Name: JAMES HOLODAK JR
Title: VICE PRESIDENT

MAYFLOWER WIND ENERGY LLC, as Seller

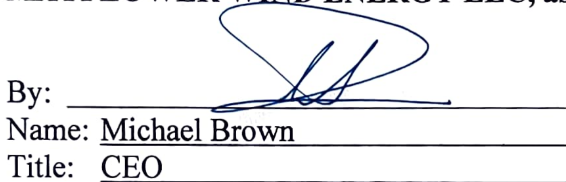
By: ______________________
Name: ______________________
Title: ______________________

IN WITNESS WHEREOF, each of Buyer and Seller has caused this First Amendment to be duly executed on its behalf as of the date first above written.

MASSACHUSETTS ELECTRIC COMPANY AND NANTUCKET ELECTRIC COMPANY d/b/a NATIONAL GRID, as Buyer

By: ______________________________
Name: ______________________________
Title: ______________________________

MAYFLOWER WIND ENERGY LLC, as Seller



By: ______________________________
Name: Michael Brown
Title: CEO

REDACTED

ANNEX 1

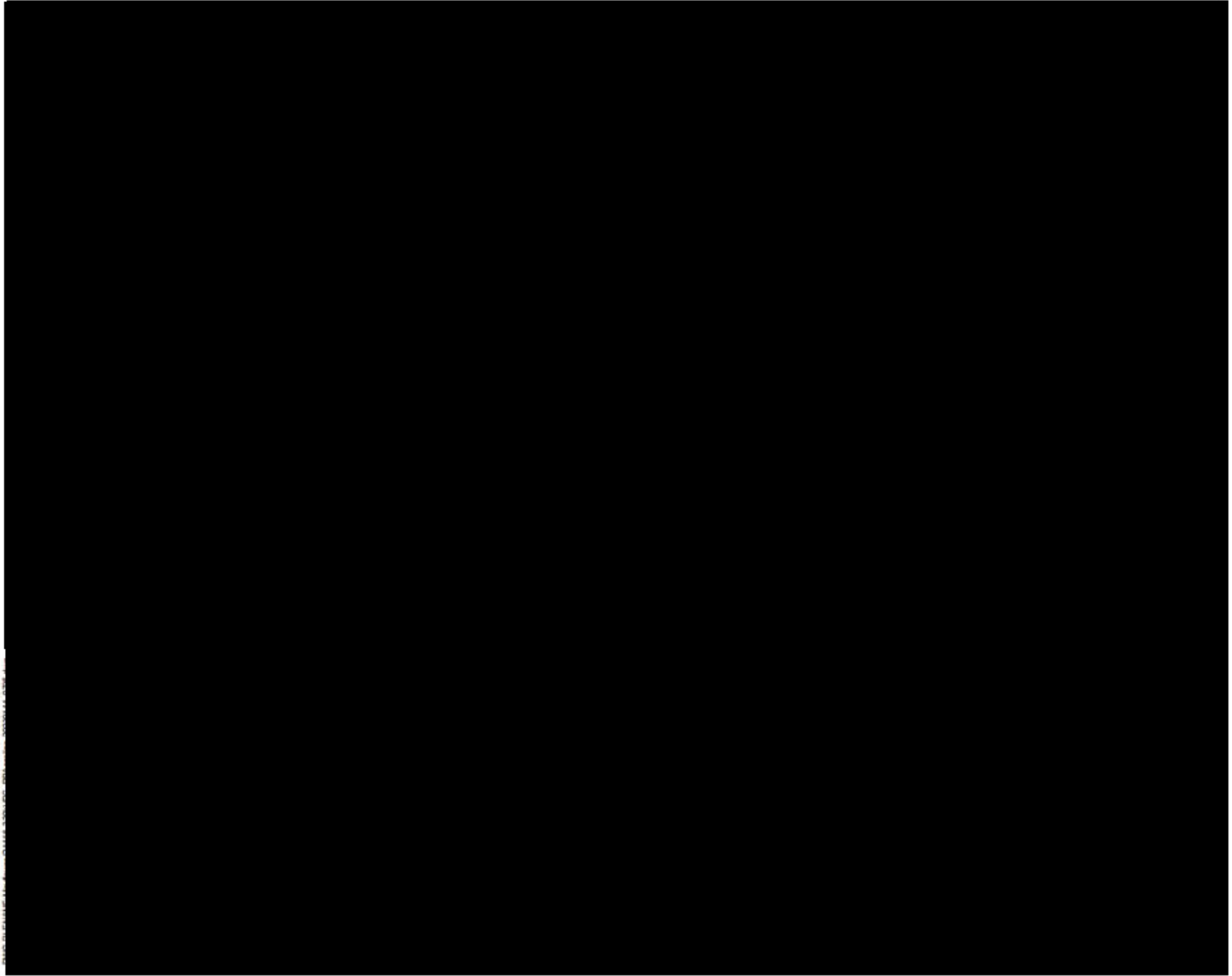
EXHIBIT A

DESCRIPTION OF FACILITY

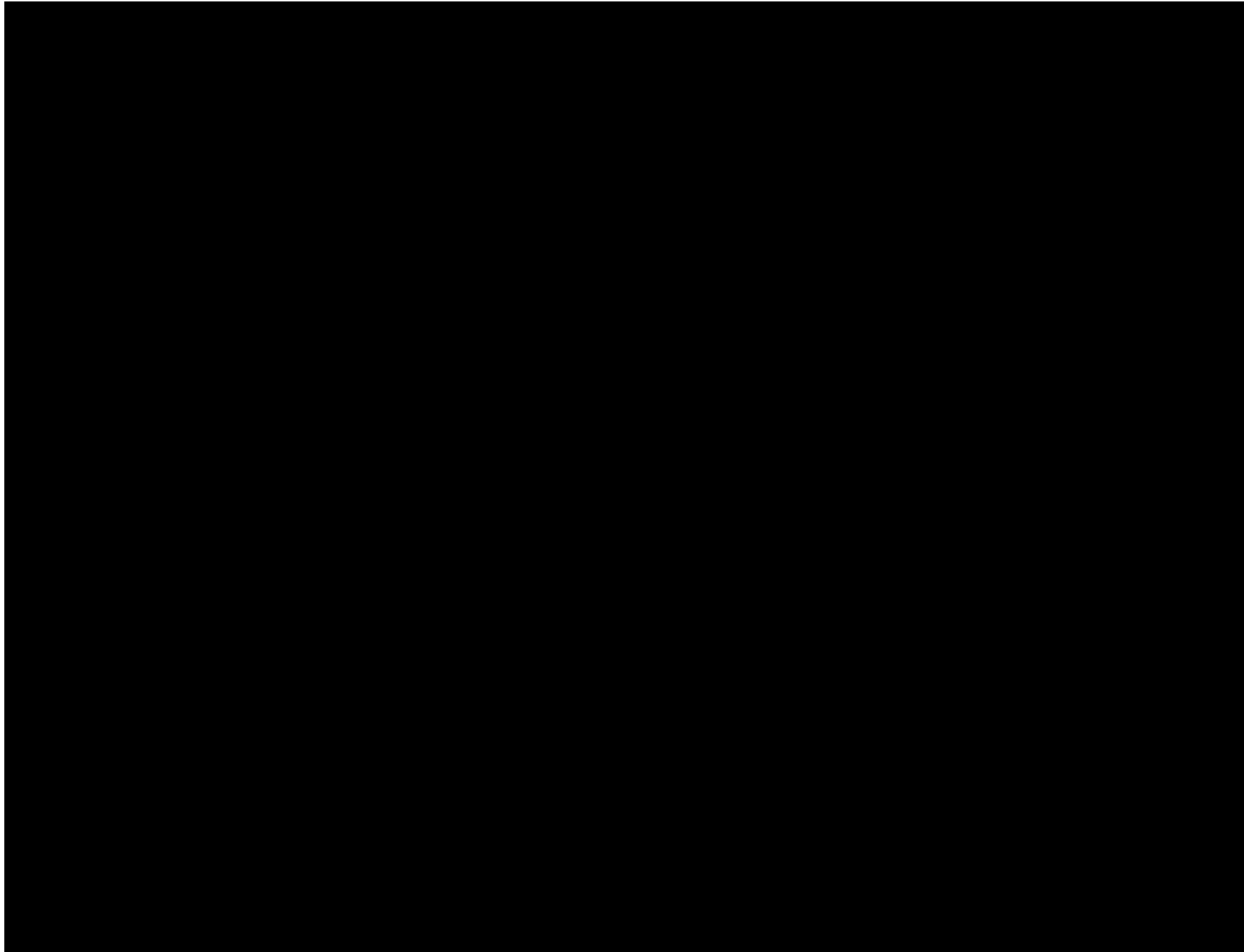
Facility:

The Facility refers to the Phase II Facility, which is an offshore wind electric generation facility to be located on a portion of the Outer Continental Shelf in Bureau of Ocean Energy Management Lease OCS-A 0521 area that consists of certain turbines with aggregate expected nameplate capacity of approximately [REDACTED] MW (subject to Sections 3.3(b) and 3.3(c)), as preliminarily indicated below. The number and location of turbines included in the Facility will be based on the final turbine model selected prior to the Financial Closing Date. The table below will be updated to specify the serial number of each turbine included in the Facility as built and configured as of the Commercial Operation Date.

Preliminary Schematic Design

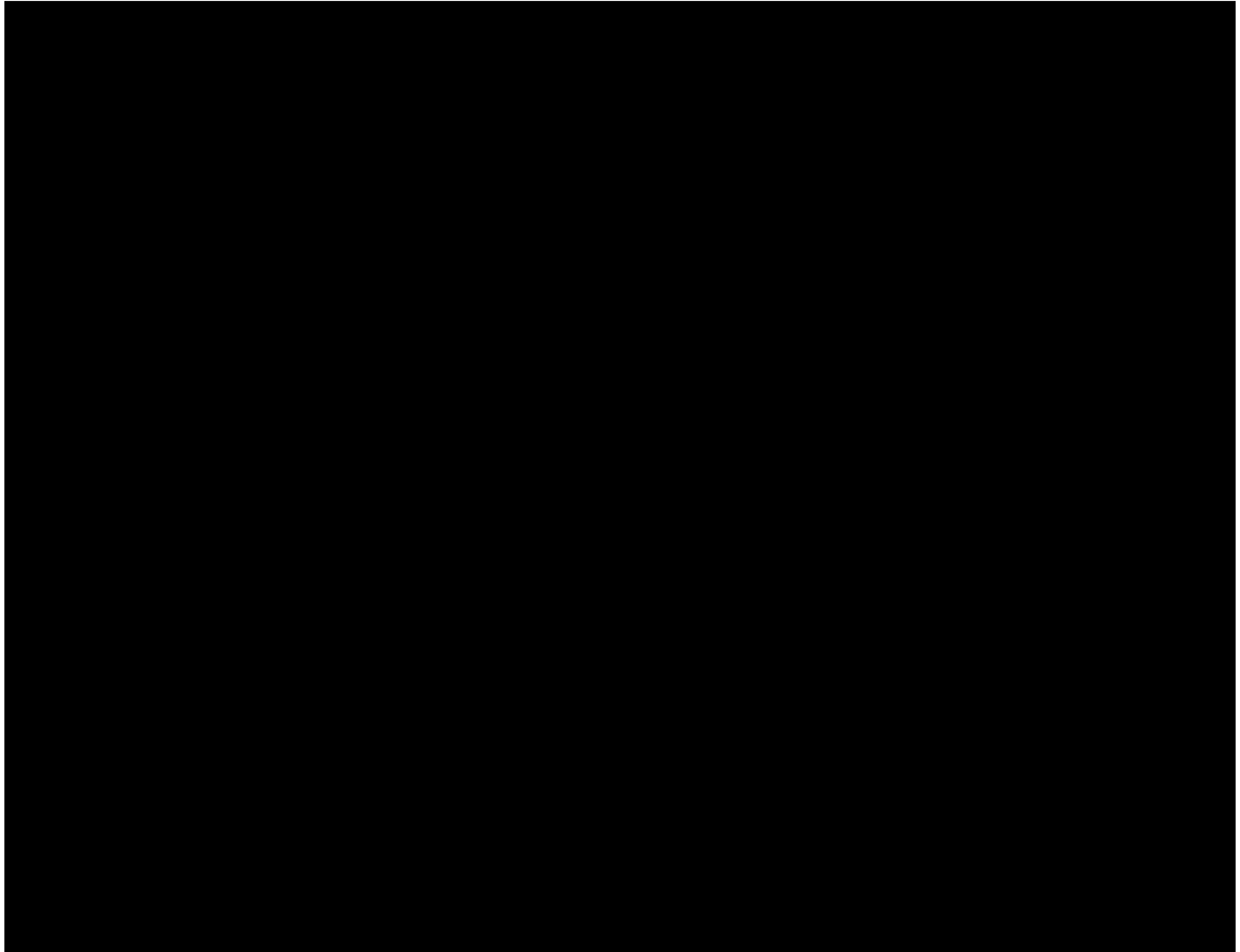


Preliminary Site Plan

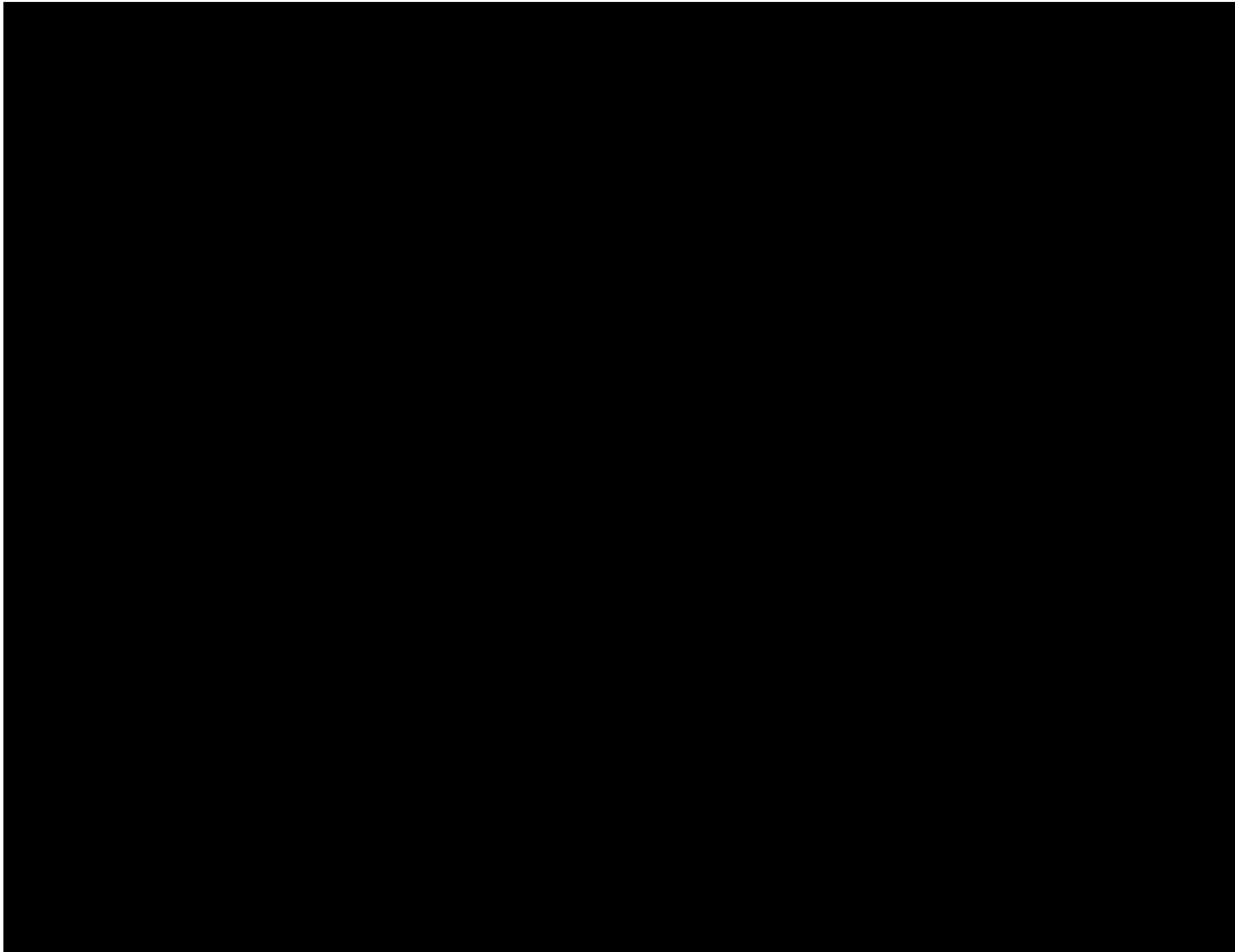


Delivery Point:

ISO-NE PTF Node: National Grid 345-kilovolt (kV) Substation at Brayton Point



REDACTED



Facility Turbines

Turbine	Serial Number	Turbine	Serial Number
1	To be identified	15	To be identified (if necessary)
2	To be identified (if necessary)	16	To be identified (if necessary)
3	To be identified (if necessary)	17	To be identified (if necessary)
4	To be identified (if necessary)	18	To be identified (if necessary)
5	To be identified (if necessary)	19	To be identified (if necessary)
6	To be identified (if necessary)	20	To be identified (if necessary)
7	To be identified (if necessary)	21	To be identified (if necessary)
8	To be identified (if necessary)	22	To be identified (if necessary)
9	To be identified (if necessary)	23	To be identified (if necessary)
10	To be identified (if necessary)	24	To be identified (if necessary)
11	To be identified (if necessary)	25	To be identified (if necessary)
12	To be identified (if necessary)	26	To be identified (if necessary)
13	To be identified (if necessary)	27	To be identified (if necessary)
14	To be identified (if necessary)	28	To be identified (if necessary)

Shared Equipment:

The Facility will consist of, or have the right to use, the components of the Phase I Facility, the Phase III Facility and certain other generating and related facilities to be developed by Seller and/or its Affiliates (other than the turbines) required to deliver Products to the Delivery Point (the "**Shared Equipment**"). The Shared Equipment will be shared with the Phase I Facility, the Phase III Facility and such other facilities and will include the following:

- Offshore converter platform
- Export cables
- Inter-array cables
- Onshore converter substation
- Onshore routing
- Point of interconnection substation

Proposed Facility Size:

█ MW

ANNEX 2

EXHIBIT B

SELLER'S CRITICAL MILESTONES – PERMITS AND REAL ESTATE RIGHTS

Table B-1: Federal Permits, Approvals, and Consultations

Agency	Permit/License/Consultation/ Approval
BOEM	Site Assessment Plan (SAP) (30 CFR §§ 585.606, 610, 611)
BOEM	Certified Verification Agent (CVA) Nomination
BOEM	Departure request for the early fabrication of Mayflower Wind's OSP and inter-array cables
BOEM	Departure request for deferral of Lease Area geotechnical data
BOEM	COP
BOEM	National Environmental Policy Act (NEPA) Review
BOEM	Facilities Design Report and Fabrication & Installation Report
U.S. Department of Defense (DoD) Clearing House	Informal Project Notification Form
U.S. Army Corps of Engineers	Individual Clean Water Act (CWA) Section 404 Rivers and Harbors Act of 1899 Section 10 Permit
U.S. Coast Guard (USCG)	Private Aids to Navigation Authorization
	Local Notice to Mariners
U.S. Environmental Protection Agency (EPA)	National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities
	Outer Continental Shelf Permit Clean Air Act
U.S. Fish and Wildlife Service (USFWS)	Endangered Species Act (ESA) Section 7 Consultation
	Bald and Golden Eagle Protection Act (BGEPA)
	Migratory Bird Treaty Act (MBTA) compliance
National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS)	Marine Mammal Protection Act (MMPA) Incidental Harassment Authorization (IHA) or Letter of Authorization (LOA)
Federal Aviation Administration	Determination of No Hazard

Table B-2: Massachusetts State Permits, Approvals, and Consultations

Agency	Permit/License/Approval
Massachusetts Executive Office of Energy and Environmental Affairs	Massachusetts Environmental Policy Act (MEPA) Environmental Notification Form (ENF) or Environmental Impact Report (EIR)
	Certificate of Secretary of Energy and Environmental Affairs
Massachusetts Energy Facility Siting Board (MA EFSB)	Approval to construct the proposed project, pursuant to G.L. c. 164, 69J (Siting Petition)
	Certificate of Environmental and Public Need (Section 72 Approval Consolidated with MA EFSB)
Massachusetts Department of Public Utilities	Approval to construct and use the proposed project, pursuant to G.L. c. 164, 72 (Section 72 Petition)
Massachusetts Department of Environmental Protection (MassDEP)	Chapter 91 Waterways License/Permit for dredge, fill, or structures in waterways or tidelands
	Section 401 Water Quality Certification
Massachusetts Office of Coastal Zone Management	Coastal Zone Management (CZM) Consistency Determination
Massachusetts Board of Underwater Archaeological Resources	Special Use Permit (SUP)
Massachusetts Historical Commission (MHC)	Project Notification Form/Field Investigation Permits (980 CMR 70.00)
	Section 106 Consultation
Massachusetts Fisheries and Wildlife (MassWildlife) – Natural Heritage & Endangered Species Program (NHESP)	Endangered Species Act Checklist
	Conservation and Management Permit (if needed) or No-Take Determination
Massachusetts Division of Marine Fisheries (MA DMF)	Letter of Authorization and/or Special License (for surveys), if needed

REDACTED

Table B-3: Rhode Island State Permits, Approvals, and Consultations

Agency	Permit/License/Approval
Rhode Island Coastal Resources Management Council (CRMC)	CZM Consistency Determination under the Federal Coastal Zone Management Act (16 United States Code [U.S.C.] §§ 1451-1464) and in accordance with the Rhode Island Coastal Resources Management Program and Special Area Management Plans
	Category B Assent and Submerged Lands License pursuant to R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1 and 650-RICR-20-00-2
	Category B Assent and Submerged Lands License pursuant to R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1 and 650-RICR-20-00-2
	Letters of Authorization/Survey Permit, if needed, in accordance with the R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1
	Freshwater Wetlands Permit pursuant to the Rules and Regulations Governing the Protection and Management of Freshwater Wetlands in the Vicinity of the Coast (650-RICR-20-00-2.1 *et seq.*) (RIGL 46-23-6)
Rhode Island Energy Facility Siting Board (RI EFSB)	License pursuant to the Energy Facility Siting Act (RIGL §§ 42-98-1 et seq.) and 445-RICR-00-1
Rhode Island Historical Preservation and Heritage Commission	Permission to conduct archaeological field investigations (pursuant to the Antiquities Act of Rhode Island, G.L. 42-45 and the Rhode Island Procedures for Registration and Protection of Historic Properties)
	Section 106 Consultation
Rhode Island Department of Environmental Management (RIDEM)	Consultation with the Rhode Island Natural Heritage Program and Division of Fish and Wildlife
	Water Quality Certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* and RIGL § 46-12-3 and Dredging Permit pursuant to the Marine Infrastructure Maintenance Act of 1996 and RI Rules and Regulations for Dredging and the Management of Dredged Materials (R.I.G.L. §§ 46-6.1 *et seq.*) and Rhode Island Water Quality Regulations (R.I.G.L. §§ 46.12 *et seq.*); (Dredging permit is issued jointly by RIDEM and CRMC under RIDEM dredging regulations)
	Rhode Island Pollution Discharge Elimination System General Permit for Stormwater Discharge Associated with Construction Activity pursuant to RIGL § 42-12 as amended
RIDEM Division of Fish & Wildlife	Letter of Authorization and/or Scientific Collector's Permit (for surveys and pre-lay grapnel run), if needed
Rhode Island Department of Transportation	Utility Permit/Physical Alteration Permit pursuant to RIGL Chapter 24-8

Table B-4: Local Permits, Licenses, and Approvals

Agency	Permit/License/Approval
Portsmouth, and Somerset Planning & Zoning Boards	Local Planning/Zoning Approval(s) (if needed)
Somerset Conservation Commission	Notice(s) of Intent and Order(s) of Conditions (Massachusetts Wetlands Protection Act and municipal wetland non-zoning bylaws)
Portsmouth, and Somerset Department of Public Works, Board of Selectmen, and/or Town Council	Street Opening Permits/Grants of Location

Table B-5: Real Property Rights

	Real Property Rights
Offshore	WTGs, Inter-Array Cables, and Offshore Substation Platform Locations
	Offshore Export Cable Route – Federal Waters
	Offshore Cable Route – Massachusetts State Waters
	Offshore Cable Route – Rhode Island State Waters
Onshore	Underground Export Cable Route – Associated Landfall(s)
HVDC Converter Station and Port Facilities	Land for onshore Converter Station - Brayton Point
	Construction Port Facilities
	O&M Port Facilities

ANNEX 3

EXHIBIT E

RELATED TRANSMISSION FACILITIES

ANNEX 4

EXHIBIT F

REQUIRED NETWORK UPGRADES

REDACTED

ANNEX 5

EXHIBIT G

FACILITY SIZE INCREASE PROTOCOL

The aggregate nameplate capacity of the Facility and all Additional Facilities shall not in any event exceed [REDACTED] MW; provided, however, that in the event Seller determines that it will propose that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed [REDACTED] MW, Buyer and Seller shall work together in good faith and using commercially reasonable efforts to develop a Facility Size Increase Protocol to appropriately allocate the associated Energy and RECs in accordance with the following elements:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

REDACTED

Execution Version

FIRST AMENDMENT TO OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT PHASE II

This **FIRST AMENDMENT TO OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT** (this "**First Amendment**") is entered into as of May 23, 2022 (the "**Amendment Date**"), by and between Fitchburg Gas and Electric Light Company d/b/a Unitil, a Massachusetts corporation ("**Buyer**"), and Mayflower Wind Energy LLC, a Delaware limited liability company ("**Seller**"). Buyer and Seller are individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, Buyer and Seller executed that certain Offshore Wind Generation Unit Power Purchase Agreement for Phase II dated as of January 10, 2020 (the "**Agreement**"); and

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. DEFINITIONS

Any capitalized terms used in this First Amendment and not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

2. AMENDMENTS

a. Section 1 of the Agreement shall be modified by revising the definitions of "Additional Facilities," "Catastrophic Failure Period," "Cover Damages," "Environmental Attributes," "RECs," "Regulatory Approval," "Replacement RECs," "Resale Damages" and "Shared Equipment" to read as follows:

> "**Additional Facilities**" shall mean the generating and related facilities, excluding the Facility, to be developed by Seller and/or its Affiliates, if any, that interconnect to the Pool Transmission Facilities at the Delivery Point and the energy of which is metered with the Energy Delivered hereunder in the ISO Settlement Market System.
>
> "**Catastrophic Failure Period**" shall mean (a) with respect to any Key Equipment described in clause (a) of such definition, eighteen (18) consecutive months after the initial twelve (12) month failure to produce Energy due to the Catastrophic Failure of such Key Equipment and (b) with respect to any other Key Equipment, twelve (12) consecutive months after the initial twelve (12) month failure to produce Energy due to the Catastrophic Failure of such Key Equipment.

"**Cover Damages**" shall mean, with respect to any Delivery Failure, an amount equal to (a) the positive net amount, if, any, by which the Replacement Price exceeds the applicable Price that would have been paid for the Products pursuant to Section 5.1 hereof, multiplied by the quantity of that Delivery Failure, plus (b) any other costs incurred by Buyer in purchasing Replacement Energy and/or Replacement RECs due to that Delivery Failure, plus (c) any applicable penalties and other costs assessed by ISO-NE or any other Person against Buyer as a result of that Delivery Failure, plus (d) any other transaction and other out-of-pocket costs incurred by Buyer that Buyer would have not incurred but for the Delivery Failure. Buyer shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Cover Damages.

"**Environmental Attributes**" shall mean any and all attributes available under the ISO-NE Rules, the RPS, the Clean Peak Standard, the CES, the GWSA and under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances and all other indicia of ownership or control related thereto) or otherwise that are attributable, now or in the future, to Buyer's Percentage Entitlement to the favorable generation attributes or environmental attributes of the Facility or the Products produced by the Facility during the Services Term, up to and including the Contract Maximum Amount, including Buyer's Percentage Entitlement to: (a) any such credits, certificates, payments, benefits, offsets and allowances computed on the basis of the Facility's generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any Certificates (including, without limitation Clean Peak Energy Certificates) issued pursuant to the GIS in connection with Energy generated by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of Energy by the Facility; provided, however, that Environmental Attributes shall not in any event include: (i) any state or federal production tax credits; (ii) any state or federal investment tax credits or other tax credits associated with the construction or ownership of the Facility; (iii) any state, federal or private grants, financing, guarantees or other credit support relating to the construction or ownership, operation or maintenance of the Facility or the output thereof; or (iv) any capacity rights associated with the Facility.

"**RECs**" shall mean all of the Certificates (including, without limitation Clean Peak Energy Certificates) and any and all other Environmental Attributes associated with the Energy or otherwise produced by the Facility including, but not limited to, those which satisfy the RPS for an RPS Class I Renewable Generation Unit, the Clean Peak Standard and the CES, and shall represent title to and claim over all such Environmental Attributes associated with the specified MWh of generation from the Facility.

"**Regulatory Approval**" shall mean the MDPU approval of this entire Agreement (including any amendment of this Agreement as provided for herein), which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83C and the regulations promulgated thereunder and that all of the terms of such Section 83C and such regulations apply to this Agreement; (2) definitive regulatory

authorization for Buyer to recover all of its costs incurred under and in connection with this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff and/or other cost recovery or reconciliation mechanisms; (3) definitive regulatory authorization for Buyer to recover remuneration of up to two and three-quarters percent (2.75%) of Buyer's annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; and (4) approval of any Purchased Power Accounting Authorization requested by Buyer in connection with the Regulatory Approval. Such approval, confirmation and authorizations shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing, as determined by Buyer in its sole discretion.

"**Replacement RECs**" shall mean any generation or environmental attributes, including any certificates or credits related thereto reflecting generation by a RPS Class I Renewable Generation Unit and a generating facility eligible to satisfy the CES and the Clean Peak Standard (subject to Section 4.1(c)), generating the same Environmental Attributes as are expected to be generated by the Facility at such time, that are available for purchase by Buyer as replacement for any RECs not Delivered as required hereunder during the Services Term.

"**Resale Damages**" shall mean, with respect to any Rejected Purchase, an amount equal to (a) the positive net amount, if any, by which the applicable Price that would have been paid pursuant to Section 5.1 hereof for such Rejected Purchase, had it been accepted, exceeds the Resale Price multiplied by the quantity of that Rejected Purchase (in MWh and/or RECs, as applicable), plus (b) any applicable penalties assessed by ISO-NE or any other Person against Seller as a result of Buyer's failure to accept such Products in accordance with the terms of this Agreement, plus (c) transaction and other out-of-pocket costs reasonably incurred by Seller in re-selling such Rejected Purchase that Seller would not have incurred but for the Rejected Purchase. Seller shall provide a written statement for the applicable period explaining in reasonable detail the calculation of any Resale Damages.

"**Shared Equipment**" shall mean the components of the Facility (other than the turbines) required to deliver Products to the Delivery Point and will include the offshore substation platform, export cables, inter-array cables, onshore substation, onshore routing and switching station and the point of interconnection.

b. Section 1 of the Agreement shall be further modified by adding the following definitions in the appropriate places therein Section 1:

"Amendment Date" shall mean May 23, 2022.

"**Amendment Regulatory Approval**" shall mean MDPU approval for the First Amendment to Offshore Wind Generation Unit Power Purchase Agreement for Phase II dated as of May 23, 2022 between Buyer and Seller without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be acceptable to Buyer in its sole discretion.

REDACTED

"**Buyer's Delivery Point Entitlement**" shall mean the product, expressed as a percentage, of Buyer's Percentage Entitlement multiplied by the Delivery Point Ratio.

"**Clean Peak Energy Certificates**" shall have the same meaning as in the GIS Operating Rules.

"**Delivery Point Ratio**" shall mean at any time the percentage derived by dividing (i) ███ MW by (ii) the sum of (x) ███ MW plus (y) the actual nameplate capacity of all Additional Facilities, as built (subject to the next sentence for the Phase I Facility and the Phase III Facility), at such time. For purposes of calculating the Delivery Point Ratio, (a) if the Phase I Facility is included in the Additional Facilities, the Phase I Facility will be deemed to have an actual as-built nameplate capacity equal to ███ MW, (b) if the Phase III Facility is included in the Additional Facilities, the Phase III Facility will be deemed to have an actual as-built nameplate capacity equal to ███ MW, (c) the Delivery Point Ratio will initially be calculated on the Commercial Operation Date and (d) the Delivery Point Ratio will be recalculated and replaced each time any of the following occurs: (1) any Additional Facility (other than the Phase I Facility or the Phase III Facility) achieves commercial operation after the Commercial Operation Date for purposes of the ISO Settlement Market System or (2) the actual nameplate capacity of any Additional Facility (other than the Phase I Facility or the Phase III Facility), as built, changes after it achieves commercial operation after the Commercial Operation Date for purposes of the ISO Settlement Market System. In addition, to the extent that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed ███ MW as provided in Section 3.3(c), the Parties may include in any Facility Size Increase Protocol to be developed in accordance with Exhibit G any required corresponding adjustments to the calculation of the Delivery Point Ratio as provided in Exhibit G. Each calculation of the Delivery Point Ratio shall be stated in a notice from Seller to Buyer, which notice shall be binding upon reasonable agreement of Buyer.

"**Phase I Facility**" shall mean the "Facility" as defined in the Phase I Mayflower Wind Power Purchase Agreement.

"**Phase III Facility**" shall mean the "Facility" as defined in the Phase III Mayflower Wind Power Purchase Agreement.

"**Phase III Mayflower Wind Power Purchase Agreement**" shall mean the Offshore Wind Generation Unit Power Purchase Agreement entered into by Buyer and Seller dated as of April 15, 2022, as may be amended from time to time, with respect to an offshore wind electric generation facility expected to be in commercial operation by March 30, 2028.

"**Test Energy**" shall have the meaning set forth in Section 3.4(a) hereof.

"**Test Products**" shall have the meaning set forth in Section 3.4(a) hereof.

c. Section 1 of the Agreement shall be modified by deleting the definitions of "Internal Bilateral Transaction," "ITC," "Marginal Loss Revenue Fund," "Other Facility," "Settlement Period" and "Total Actual Facility Size."

d. Section 3.1(a)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

> (i) receipt of all necessary approvals by Massachusetts Energy Facility Siting Board and Rhode Island Energy Facility Siting Board for construction and operation of the Facility, as set forth in Exhibit B, and all other necessary approvals of relevant state and local siting authorities for construction and operation of the interconnection of the Facility to the Interconnecting Utility (not including approvals that are the responsibility of the Interconnecting Utility), each in final form, by

e. Section 3.1(a)(ii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (ii) qualification determination notification under ISO-NE Tariff Section III.13.1.1.2.8 with respect to the New Generating Capacity Resource's participation in the Forward Capacity Auction, stating summer and winter qualified capacity and a list of transmission upgrades required, if any, by ;

f. Section 3.1(a)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (iii) receipt of all Permits necessary to construct and operate the Facility and acquisition of all required real property rights in addition to the federal lease referenced in Section 7.2(m) necessary for construction and operation of the Facility, the interconnection of the Facility to the Interconnecting Utility and the construction of Network Upgrades in final form with all options and/or contingencies having been exercised demonstrating complete site control, all as set forth in Exhibit B, by ;

g. Section 3.1(a) shall be further modified by (i) substituting for the reference to in clause (iv), (ii) substituting for the reference to in clause (v) and (iii) substituting "December 1, 2027" for the reference to "December 15, 2025" in clause (vi).

h. Section 3.1(d) of the Agreement shall be modified to insert the following prior to the period at the end thereof: "; and further provided that Seller shall not have the right to declare a Force Majeure event related to the Permits Critical Milestone (Section 3.1(a)(iii)) and the Financial Closing Date Critical Milestone (Section 3.1(a)(iv)))".

i. Section 3.3(c) of the Agreement shall be modified by substituting the following for the last sentence thereof:

> The aggregate nameplate capacity of the Facility and all Additional Facilities shall not in any event exceed MW; provided, however, that in the event Seller determines that it will propose that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed MW, Buyer and Seller shall work together in

good faith and using commercially reasonable efforts to develop a Facility Size Increase Protocol to appropriately allocate the associated Energy and RECs in accordance with Exhibit G.

j. Section 3.3(d) of the Agreement shall be modified by adding the following at the end thereof:

Seller may, at its option, prepare a consolidated progress report for purposes of its obligations hereunder and under the Phase I Mayflower Wind Power Purchase Agreement and the Phase III Mayflower Wind Power Purchase Agreement, so long as such progress report separately defines the progress updates applicable to each of the Facility, the Phase I Facility and the Phase III Facility. The Parties intend that, within five (5) to ten (10) days following the issuance of each progress report, Buyer and Seller shall have an electronic conference to discuss the status of the Facility (which may also include the status of the Phase I Facility and the Phase III Facility, as applicable), including the matters addressed in the progress report.

k. Section 3.3(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) Exhibit Updates. Within thirty (30) days after the Commercial Operation Date and after the delivery of each Additional Construction Certificate, as applicable, Seller shall provide Buyer with an updated version of Exhibit A and Exhibit E solely to reflect the Actual Facility Size and the serial number of each turbine included in the Facility, each as built and configured as of such date, and to include a one-line drawing of the Facility and each Additional Facility showing the turbine arrays and how SCADA data is aggregated for the Facility and each Additional Facility, which one-line drawing will be further updated as and when turbines are added to any Additional Facility after the Commercial Operation Date. After the completion of the FCAQ process and determination of the Network Upgrades required for the Facility and any Additional Facilities to interconnect at the Capacity Capability Interconnection Standard in accordance with Section 3.7, Seller shall provide Buyer with an updated version of Exhibit E solely to reflect such Network Upgrades required for the Facility. Any changes to any Exhibit other than as provided in this Section 3.3(f) will require Buyer's consent.

l. Section 3.4(a) shall be deleted in its entirety and replaced with the following:

Seller's obligation to Deliver the Products and Buyer's obligation to pay Seller for such Products commences on the Commercial Operation Date. Energy and RECs generated by the Facility prior to the Commercial Operation Date shall not be deemed Products; provided, however, that any Energy generated by the Facility prior to the Commercial Operation Date, together with any associated RECs ("**Test Energy**" and, together with such RECs, the "**Test Products**" and any such period, a "**Test Period**"), shall be Delivered by Seller and purchased by Buyer in accordance with Section 4.8.

m. The lead-in paragraph of Section 3.4(b) of the Agreement shall be deleted in its entirety and replaced with the following:

> (b) The Commercial Operation Date shall occur on the date on which Seller provides Buyer with a certificate of Seller's chief executive officer, chief operating officer, chief financial officer or another officer of a similar level in Seller's organization notifying Buyer that (A) the Facility as described in Exhibit A is completed (subject, if applicable, to a Capacity Deficiency) so long as the Actual Facility Size on the Commercial Operation Date is at least [REDACTED] MW (which is [REDACTED] of the proposed nameplate capacity of the Facility as set forth in Exhibit A) and the Facility is capable of regular commercial operation in accordance with Good Utility Practice and the manufacturer's guidelines for all material components of the Facility, (B) all requirements of the ISO-NE Rules and ISO-NE Practices for the delivery of the Products to Buyer have been satisfied, and (C) Seller has also satisfied the following conditions precedent as of such date:

n. Section 3.4(b)(i) of the Agreement shall be modified by deleting the phrase "that is equivalent to" therefrom.

o. Section 3.4(b)(iii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (iii) Seller has obtained and demonstrated possession of or a demonstrable right to use all Permits required for the lawful construction and operation of the Facility, for the interconnection of the Facility to the Interconnecting Utility (including any Network Upgrades) and for Seller to perform its obligations under this Agreement, including but not limited to Permits related to environmental matters, all as set forth on Exhibit B;

p. Section 3.4(b)(iv) of the Agreement shall be modified by changing the parenthetical phrase "(subject to Sections 4.1(b) and 4.1(c))" to "(subject to Section 4.1(c))".

q. Section 3.4(b)(viii) of the Agreement shall be deleted in its entirety and replaced with the following:

> (viii) Seller (or the party with whom Seller contracts pursuant to Section 3.5(e)) (A) has established all ISO-NE-related accounts and entered into all ISO-NE-related agreements required for the performance of Seller's obligations in connection with the Facility and this Agreement, which agreements shall be in full force and effect and (B) has registered the Facility in the GIS;

r. Section 3.5(d) of the Agreement shall be modified by deleting the phrase "the equivalent of" therefrom.

s. Section 3.5(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) Forecasts. Commencing at least thirty (30) days prior to the anticipated Commercial Operation Date and continuing throughout the Term, Seller shall update and deliver to Buyer on an annual basis and in a form reasonably acceptable to Buyer, twelve (12) month rolling forecasts of hourly Energy production by the Facility and all Additional Facilities (including a forecast of the Clean Peak Energy Certificates to be produced by the Facility and all Additional Facilities during the twelve (12) month period covered by such forecast), which forecasts shall be non-binding and prepared in good faith and in accordance with Good Utility Practice based on historical performance, maintenance schedules, Seller's generation projections and other relevant data and considerations. Any notable changes from prior forecasts or historical energy delivery shall be noted and an explanation provided. The provisions of this section are in addition to Seller's requirements under ISO-NE Rules and ISO-NE Practices, including ISO-NE Operating Procedure No. 5.

t. Section 3.5(g) of the Agreement shall be modified by (i) changing the phrase "Subject to Sections 4.1(b) and 4.1(c)" at the beginning thereof to "Subject to Section 4.1(c)" and (ii) adding the following to the end thereof:

Except if, solely as a result of a change in Law, the products from any Additional Facility do not meet the requirements of the RPS, the CES or the Clean Peak Standard, Seller shall be solely responsible at Seller's cost for qualifying all Additional Facilities as RPS Class I Renewable Generation Units and for qualifying all Additional Facilities for the CES and the Clean Peak Standard, enabling the Massachusetts Department of Environmental Protection to accurately account for the energy delivered by all Additional Facilities in the state greenhouse gas emissions inventory, created under chapter 298 of the Acts of 2008, for arranging for providing meter data for all Additional Facilities to the Clean Peak Standard program administrator designated by DOER from time to time, and for maintaining such qualifications throughout the Services Term.

u. Section 3.5(l) of the Agreement shall be modified by adding the following to the end thereof:

Seller shall maintain the status of all Additional Facilities as EWGs (to the extent Seller meets the criteria for such status) at all times on and after the Commercial Operation Date and shall obtain and maintain any requisite authority to sell the output of all Additional Facilities at market-based rates, including market-based rate authority to the extent applicable.

v. Section 3.5(m) of the Agreement shall be modified by deleting the phrase "and in order to maximize the production of RECs that are eligible under the Clean Peak Standard (subject to Sections 4.1(b) and 4.1(c))".

w. Section 3.6(a) of the Agreement shall be modified by deleting the phrase "the equivalent of" therefrom.

REDACTED

x. Section 3.7 of the Agreement shall be deleted in its entirety and replaced with the following:

> 3.7 Forward Capacity Market Participation. Seller shall participate in ISO-NE's Forward Capacity Auction Qualification ("**FCAQ**") process for, and take all other necessary and appropriate actions to qualify for, the Forward Capacity Auction ("**FCA**") for the first full Capacity Commitment Period during the Services Term with a summer Seasonal Claimed Capability and a winter Seasonal Claimed Capability in each case not less than the aggregate maximum summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities collectively with a Capacity Capability Interconnection Standard interconnection, as determined by ISO-NE for the Facility and all Additional Facilities during the FCAQ process. Notwithstanding the above, actual Seller participation in any FCA or any other capacity market or obtaining a Capacity Supply Obligation shall not be required, but may be pursued at the option of Seller. Seller will provide Buyer with copies of all technical reports and studies provided to and/or by ISO-NE as part of the FCAQ process for the Facility and all Additional Facilities, as described in this Section 3.7, at the same time when those materials are provided to and/or by ISO-NE. Seller shall use commercially reasonable efforts, consistent with Good Utility Practice, to maximize the summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities consistent with the technical reports and studies provided to and/or by ISO-NE. Seller will provide Buyer with written notice of the summer and winter Seasonal Claimed Capabilities for the Facility and all Additional Facilities and the Network Upgrades required to satisfy both the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard at the Interconnection Point at those Seasonal Claimed Capabilities within fifteen (15) days after the determination thereof by ISO-NE.

y. Section 4.1(a) of the Agreement shall be modified by deleting (i) the sentence "The obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility" and replacing it with "The obligations for Seller to sell and Deliver the Products and for Buyer to purchase and receive the same hereunder are Unit Contingent and shall be subject to the operation of the Facility and all Additional Facilities" and (ii) the sentence "To maximize the value of the Products and without limiting the application of Section 4.7(g), to the extent consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy during the time periods of anticipated peak load and peak Energy and REC prices in New England and in order to maximize the production of RECs that are eligible under the Clean Peak Standard (subject to Sections 4.1(b) and 4.1(c))" and replacing it with "To maximize the value of the Products and without limiting the application of Section 4.7(g), to the extent consistent with ISO-NE Rules and Good Utility Practice, Seller shall use commercially reasonable efforts to maximize the production and Delivery of Energy and the production and delivery of energy from all Additional Facilities during the time periods of anticipated peak load and peak Energy prices in New England."

z. Section 4.1(b) of the Agreement shall be deleted in its entirety and replaced with the following:

(b) Intentionally Omitted.

aa. Section 4.1(d) of the Agreement shall be modified by deleting the sentence "Buyer shall not purchase Energy or RECs in excess of the Contract Maximum Amount under this Agreement" and replacing it with "Energy or RECs in excess of the Contract Maximum Amount shall not be deemed Products; provided, however, that such excess Energy and RECs shall be Delivered by Seller in accordance with Section 4.2(a) and purchased by Buyer in accordance with Section 4.2(b)."

bb. Section 4.2(a) of the Agreement shall be modified by deleting the first paragraph thereof in its entirety and replacing it with the following:

> (a) During the Services Term and in accordance with Section 4.1, Seller shall Schedule and Deliver Energy hereunder with ISO-NE in accordance with this Agreement and all ISO-NE Practices and ISO-NE Rules to Buyer by registering Buyer as one of the Asset Owners on the ISO-NE Generation Asset Registration Form for the Facility and all Additional Facilities, with Buyer's percentage ownership on such form being equal to the Buyer's Delivery Point Entitlement (consistent with the definition thereof), with any necessary adjustments being made pursuant to ISO-NE settlement protocols. Solely for purposes of determining the amount of Energy or Test Energy Delivered by Seller and purchased by Buyer under this Agreement and notwithstanding anything to the contrary in this Agreement, Buyer's Percentage Entitlement of such Energy or Test Energy, as applicable, for any settlement interval under the ISO-NE Rules and ISO-NE Practices shall be equal to the Buyer's Delivery Point Entitlement of the sum of the Energy produced by the Facility and Delivered to the Delivery Point and the energy produced by all Additional Facilities and delivered to the Delivery Point during such settlement interval. Buyer shall have no obligation to pay for any Energy or Test Energy not transferred to Buyer in the Day-Ahead Energy Market (if such Energy or Test Energy, as applicable, is offered by Seller and settled in the Day-Ahead Energy Market), Real-Time Energy Market (if such Energy or Test Energy, as applicable, is offered by Seller and settled in the Real-Time Energy Market) and/or such other ISO-NE energy market (as reasonably agreed to from time to time by Buyer and Seller), or for which Buyer is not credited in the ISO Settlement Market System (including, without limitation, as a result of an outage on any electric transmission system).

cc. Section 4.2 of the Agreement shall be further modified by adding the following new Section 4.2(b) immediately after Section 4.2(a):

> (b) In the event that the Energy and associated RECs Delivered to Buyer in any hour exceeds the Contract Maximum Amount for that hour, Buyer shall retain such Energy and RECs and shall pay Seller for such Energy and RECs in excess of the Contract Maximum Amount for such hour in an amount equal to the product of (x) such Energy (in MWh) in excess of the Contract Maximum Amount and (y) the lesser of (i) the Price; and (ii) [REDACTED] of the Real-Time LMP at the Delivery Point for such hour. In the event that the LMP in the Real-Time Energy Market or the

Day-Ahead Energy Market, as applicable, for the excess Energy at the Delivery Point is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Energy delivered in such hour and (ii) the absolute value of such hourly LMP at the Delivery Point.

dd. Section 4.2 of the Agreement shall be further modified by renumbering Section 4.2(b) to become Section 4.2(c) and by renumbering Section 4.2(c) to become Section 4.2(d).

ee. Section 4.2(c) of the Agreement shall be modified by deleting the following sentence:

> Without limiting the foregoing, Seller shall submit an Internal Bilateral Transaction for the Energy being Delivered by the applicable scheduling deadline and Buyer shall confirm the Internal Bilateral Transaction submitted by Seller by the applicable scheduling deadline.

ff. Section 4.3 of the Agreement shall be modified by deleting the sentence "Consistent with the Unit Contingent nature of this Agreement, in the event that the Facility is generating Energy and Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement (a "**Delivery Failure**"), (and without limiting Buyer's rights under Section 9.2(h) and Section 9.3), Seller shall (i) execute a corrective Internal Bilateral Transaction for the Energy through ISO-NE and transfer the RECs through the GIS to the extent possible, and (ii) to the extent such a corrective Internal Bilateral Transaction or transfer through the GIS is not executed, pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages for such Delivery Failure" and replacing it with "Consistent with the Unit Contingent nature of this Agreement, in the event that the Facility is generating Energy that is transmitted to the Delivery Point and Seller fails to satisfy any of its obligations to Deliver any of the Products or any portion of the Products hereunder in accordance with Section 4.1, Section 4.2 and Section 4.7, and such failure is not excused under the express terms of this Agreement (a "**Delivery Failure**"), (and without limiting Buyer's rights under Section 9.2(h) and Section 9.3), Seller shall pay Buyer an amount for such Delivery Failure (measured in MWh and/or RECs) equal to the Cover Damages for such Delivery Failure."

gg. Section 4.5(d) of the Agreement shall be deleted in its entirety.

hh. Section 4.6(a) of the Agreement shall be modified by (i) changing the parenthetical phrase "(subject to Sections 4.1(b) and 4.1(c))" to "(subject to Section 4.1(c))" and (ii) by adding the following to the end thereof: "Seller shall provide Meter data to DOER or its designated program administrator in order for Buyer to receive RECs that satisfy the Clean Peak Standard."

ii. Section 4.6(b) of the Agreement shall be modified by deleting the sentence "Readings of the Meters at the Delivery Point by the Interconnecting Utility in whose territory the Delivery Point is located (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the amount of energy delivered to the Delivery Point by the Facility, the Other Facility and the Additional Facilities, collectively, and readings of gross production at the turbines, as measured through SCADA data of the Facility, the Other Facility and the Additional Facilities,

as applicable, shall be conclusive as to the allocation of energy delivered to the Delivery Point by the Facility, the Other Facility and the Additional Facilities, as applicable, as further provided in Exhibit G" and replacing it with "Readings of the Meters at the Delivery Point by the Interconnecting Utility (or an independent Person mutually acceptable to the Parties) shall be conclusive as to the aggregate amount of energy delivered to the Delivery Point by the Facility and the Additional Facilities, collectively. Readings of gross production at the turbines, as measured through SCADA data of the Facility and the Additional Facilities, as applicable, shall reasonably demonstrate the allocation of Test Energy delivered to the Delivery Point by the Facility and the Additional Facilities for purposes of Section 4.8."

jj. Section 4.6(b) of the Agreement shall be further modified by deleting the following sentences:

> Meter readings shall be adjusted to take into account the losses to Deliver the Energy at the Delivery Point. Seller shall make recorded meter data available monthly to Buyer at no cost.

kk. Section 4.6(c) of the Agreement shall be deleted in its entirety and replaced with the following:

> (c) <u>Allocation of Energy between the Facility and the Additional Facilities</u>. The Parties acknowledge and agree that the energy generated by the Facility and the Additional Facilities will not be separately metered at the Delivery Point, and the electric "energy," as such term is defined in the ISO-NE Tariff, generated in any hour (or shorter settlement period applicable under the ISO-NE Rules) by the Facility and the Additional Facilities as measured in MWh in Eastern Prevailing Time, less such facility's station service use, generator lead losses and transformer losses, will be allocated among the Facility and the Additional Facilities, and attributed to Energy and Test Energy being purchased by Buyer hereunder pursuant to Sections 4.2(a), 4.2(b) and 4.8.

ll. Section 4.7(a) of the Agreement shall be modified by adding the following to the end thereof:

> Solely for purposes of determining the amount of Environmental Attributes, including any and all RECs, required to be Delivered by Seller and purchased by Buyer under this Agreement and notwithstanding anything to the contrary in this Agreement, Buyer's Percentage Entitlement of the Environmental Attributes, including Buyer's Percentage Entitlement of any and all RECs, for any settlement interval under the ISO-NE Rules and ISO-NE Practices shall be equal to the Buyer's Delivery Point Entitlement of the sum of the Energy produced by the Facility and Delivered to the Delivery Point and the energy produced by all Additional Facilities and delivered to the Delivery Point during such settlement interval.

mm. In Section 4.7(c) of the Agreement, "Massachusetts" shall be inserted between "Maine" and "New Hampshire".

nn. Section 4.8 of the Agreement shall be deleted in its entirety and replaced with the following:

> 4.8 Test Period. During the Test Period, Seller shall sell and Deliver to Buyer, and Buyer shall purchase and receive, Buyer's Percentage Entitlement of any Test Products produced by or associated with the Facility. Notwithstanding the provisions of Section 5.1, payment for Test Products Delivered during the Test Period shall be equal to the product of (x) the Test Energy Delivered to Buyer (in MWh) and (y) [REDACTED] of the Real-Time LMP at the Delivery Point for such hour. In the event that the LMP in the Real-Time Energy Market or the Day-Ahead Energy Market, as applicable, for the Test Energy at the Delivery Point is less than $0.00 per MWh in any hour, Seller shall credit to Buyer, on the appropriate monthly invoice, an amount equal to the product of (i) such Test Energy delivered in such hour and (ii) the absolute value of such hourly LMP at the Delivery Point. With each monthly invoice provided for Test Products under Section 5.2, Seller shall provide a summary of the SCADA data on which such invoice was calculated.

oo. The first sentence of Section 5.1 of the Agreement is deleted in its entirety and replaced with the following: "All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit D (subject to Sections 4.2(b) and 4.8); provided, however, that to the extent Seller has failed to use commercially reasonable efforts consistent with Good Utility Practice to cause the Products provided by Seller to Buyer under this Agreement to qualify and meet the requirements of the RPS, the CES and the Clean Peak Standard as applied to Buyer as provided in Section 4.1(c), Buyer shall purchase the Products at the Energy-only price specified in Exhibit D (subject to Sections 4.2(b) and 4.8)."

pp. Section 6.1(a) of the Agreement shall be deleted in its entirety and replaced with the following:

> (a) Seller shall be required to post Credit Support in the amount of [REDACTED] (which is equal to $55,000.00 per MWh/hour of the Contract Maximum Amount) to secure Seller's obligations during the period between the Effective Date and the Commercial Operation Date ("**Development Period Security**"). [REDACTED] (which is equal to $40,000.00 per MWh/hour of the Contract Maximum Amount) of the Development Period Security has been provided to Buyer prior to the Amendment Date. An additional [REDACTED] (which is equal to $15,000.00 per MWh/hour of the Contract Maximum Amount) of the Development Period Security shall be provided to Buyer on or prior to the date that is fifteen (15) Business Days after receipt of the Amendment Regulatory Approval. If at any time, the amount of Development Period Security is reduced as a result of Buyer's draw upon such Development Period Security to less than the amount of Development Period Security required to be provided by Seller, within five (5) Business Days of that draw Seller shall replenish such Development Period Security in the amount of Development Period Security required to be provided by Seller. Buyer shall return any undrawn amount of the Development Period Security (or any

Cash proceeds from any drawing that are not applied to Seller's obligations hereunder) to Seller within thirty (30) days after the later of (x) Buyer's receipt of an undisputed notice from Seller that the Commercial Operation Date has occurred or (y) Buyer's receipt of the full amount of the Operating Period Security (except to the extent that Development Period Security is converted into Operating Period Security) as provided in Section 6.1(b)).

qq. Section 7.2(b) of the Agreement is deleted in its entirety and replaced with the following:

(b) Authority. Seller (i) has the power and authority to own and operate its businesses and properties, to own or lease the property it occupies and to conduct the business in which it is currently engaged; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification; and (iii) holds or has a demonstrable right to use, or shall hold or have a demonstrable right to use as and when required to perform its obligations under this Agreement, all rights and entitlements (other than Permits or real property rights for which the applicable Critical Milestone deadline has not yet passed) necessary to construct, own and operate the Facility and to deliver the Products to Buyer in accordance with this Agreement.

rr. Section 7.2(f) of the Agreement shall be modified by deleting the sentence "To Seller's knowledge, Seller shall be able to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits or Related Transmission Approvals have not previously been received" and replacing it with "To Seller's knowledge, Seller and its Affiliates shall be able to receive the Permits listed in Exhibit B and the Related Transmission Approvals in due course and as required under applicable Law to the extent that those Permits or Related Transmission Approvals have not previously been received."

ss. Section 7.2(g) of the Agreement shall be deleted in its entirety and replaced with the following:

(g) RPS Class I Renewable Generation Unit. The Facility and all Additional Facilities shall be (i) RPS Class I Renewable Generation Units, qualified by the DOER as eligible to participate in the RPS program, under Section 11F of Chapter 25A (except in the event of a change in Law affecting such qualification as RPS Class I Renewable Generation Units, subject to Section 4.1(c)), (ii) Clean Peak Resources eligible under the Clean Peak Standard (except in the event of a change in Law affecting such qualification as Clean Peak Resources, subject to Section 4.1(c)) and (iii) tracked in the GIS to ensure a unit-specific accounting of the Delivery of the Energy and all energy produced by the Additional Facilities to enable the Massachusetts Department of Environmental Protection to accurately account for such combined Energy and energy in the state greenhouse gas emissions inventory, created under chapter 298 of the Acts of 2008, and the Facility shall have a Commercial Operation Date as verified by Buyer.

tt. Section 9.2(c) of the Agreement is deleted in its entirety and replaced with the following:

(c) Energy Output. The failure of the Facility and all Additional Facilities to produce any energy for twelve (12) consecutive months during the Services Term, except to the extent (i) such failure is excused by (A) a Force Majeure (or equivalent for the Additional Facilities) or (B) a Catastrophic Failure (or equivalent for the Additional Facilities) not caused by a Force Majeure, unless and until such Catastrophic Failure exceeds the duration of the Catastrophic Failure Period, or (ii) the applicable LMP at the Delivery Point is negative (as described in Section 4.2(a)); or

uu. Section 9.2(h) of the Agreement is deleted in its entirety and replaced with the following:

(h) Delivery Failure. The occurrence of a Delivery Failure on eleven (11) or more calendar days during the Services Term; or

vv. Exhibit A to the Agreement shall be replaced with Annex 1 attached to this First Amendment.

ww. Exhibit B to the Agreement shall be replaced with Annex 2 attached to this First Amendment.

xx. Exhibit D to the Agreement shall be modified by (i) substituting "$70.26" for the reference to "$77.76" in clause (a), (ii) substituting "$66.75" for the reference to "$73.87" in clause (a), (iii) substituting "$3.51" for the reference to "$3.89" in clause (a), (iv) deleting clause (b) in its entirety and (v) renumbering clause (c) of such Exhibit D accordingly.

yy. Exhibit E to the Agreement shall be replaced with Annex 3 attached to this First Amendment.

zz. Exhibit F to the Agreement shall be replaced with Annex 4 attached to this First Amendment.

aaa. Exhibit G to the Agreement shall be replaced with Annex 5 attached to this First Amendment.

3. MISCELLANEOUS

a. This First Amendment is conditioned upon and shall not become effective or binding unless and until the Amendment Regulatory Approval (as defined above) is received. Buyer shall notify Seller within ten (10) Business Days after receipt of the Amendment Regulatory Approval or receipt of a final written order of the MDPU regarding this First Amendment that does not satisfy all of the requirements of the Amendment Regulatory Approval (except that the final written order may remain subject to appeal or rehearing). This First Amendment may be terminated by either Buyer or Seller in the event that the Amendment Regulatory Approval is not received within 270 days after filing for the Amendment Regulatory Approval, without liability as a result

of such termination; provided, however, that in the event that an order of the MDPU that would provide the Amendment Regulatory Approval is issued within 270 days after filing and is subject to appeal or rehearing, neither Party will terminate this First Amendment while such appeal or rehearing request is pending provided that the Amendment Regulatory Approval is received within 18 months after such order of the MDPU is issued. In the event that this First Amendment does not become effective or is terminated as provided in this Section 3.a, the Agreement will remain in full force and effect.

b. The Parties acknowledge that the "Commercial Operation Date" under the Phase III Mayflower Wind Power Purchase Agreement shall not occur until the Commercial Operation Date under the Agreement has occurred.

c. After the execution of this First Amendment, the Parties will use commercially reasonable efforts to agree upon a conformed version of the Agreement reflecting the provisions of this First Amendment, which conformed version of the Agreement may be included in the filing for the Amendment Regulatory Approval (along with this First Amendment).

d. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after receipt of the Amendment Regulatory Approval, this First Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term "Agreement" shall be deemed to mean the Agreement, as amended by this First Amendment. This First Amendment may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties.

e. If any term or provision of this First Amendment or the interpretation or application of any term or provision to any prior circumstance is held to be unenforceable, illegal or invalid by a court or agency of competent jurisdiction, the remainder of this First Amendment and the interpretation or application of all other terms or provisions to Persons or circumstances other than those which are unenforceable, illegal or invalid shall not be affected thereby, and each term and provision shall be valid and be enforced to the fullest extent permitted by law so long as all essential terms and conditions of this First Amendment for both Parties remain valid, binding and enforceable and have not been declared to be unenforceable, illegal or invalid by a Governmental Entity of competent jurisdiction.

f. Any number of counterparts of this First Amendment may be executed, and each shall have the same force and effect as an original. Facsimile or PDF signatures hereon or on any notice or other instrument delivered under this First Amendment shall have the same force and effect as original signatures.

g. Interpretation and performance of this First Amendment shall be in accordance with, and shall be controlled by, the laws of the Commonwealth of Massachusetts (without regard to its principles of conflicts of law).

h. This First Amendment shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties permitted under the Agreement.

[Signature Page Follows]

REDACTED

IN WITNESS WHEREOF, each of Buyer and Seller has caused this First Amendment to be duly executed on its behalf as of the date first above written.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY d/b/a UNITIL, as Buyer

By: ______________________________
Name: ____________________________
Title: ____________________________

MAYFLOWER WIND ENERGY LLC, as Seller

By: ______________________________
Name: Michael Brown
Title: CEO

REDACTED

ANNEX 1

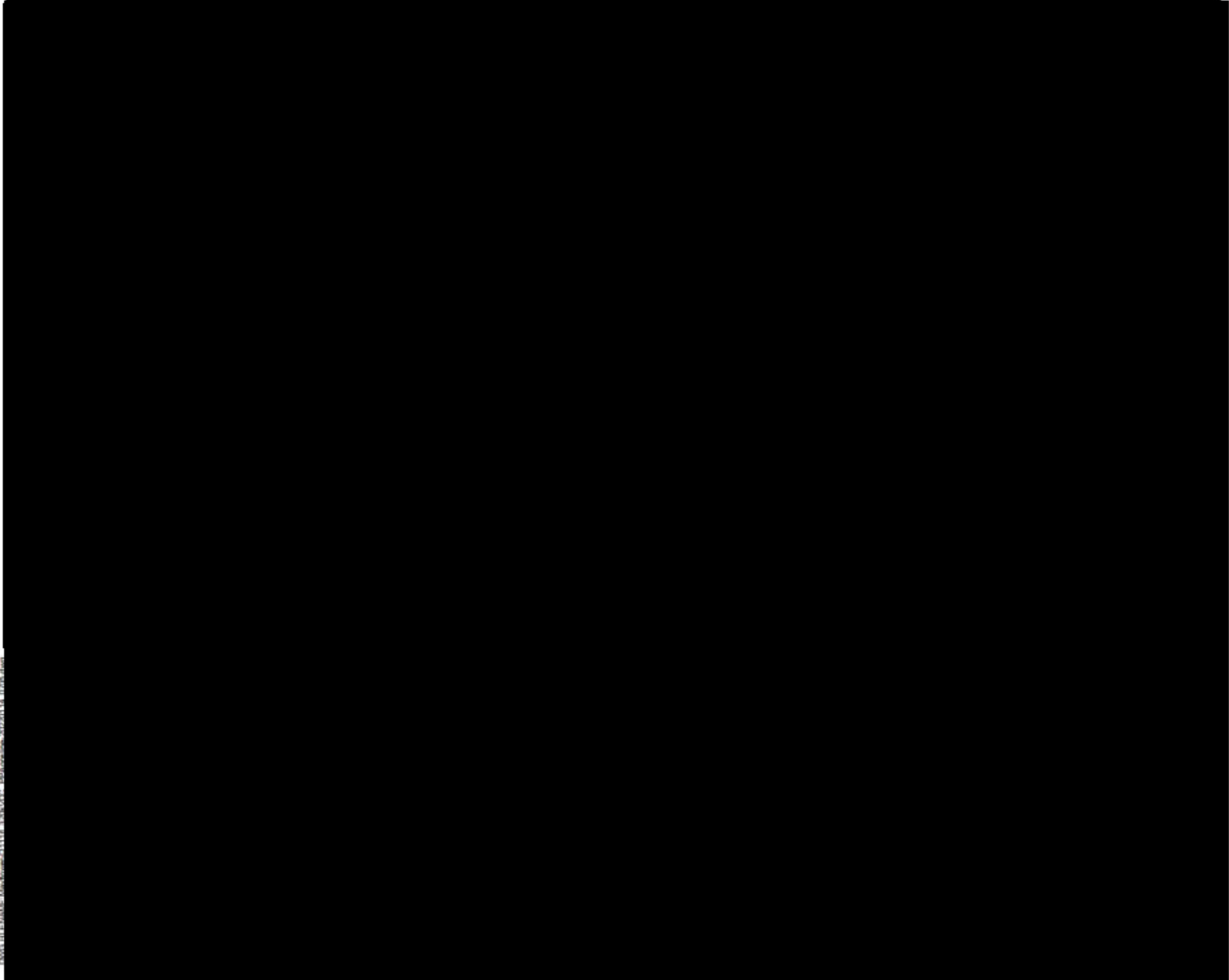
EXHIBIT A

DESCRIPTION OF FACILITY

Facility:

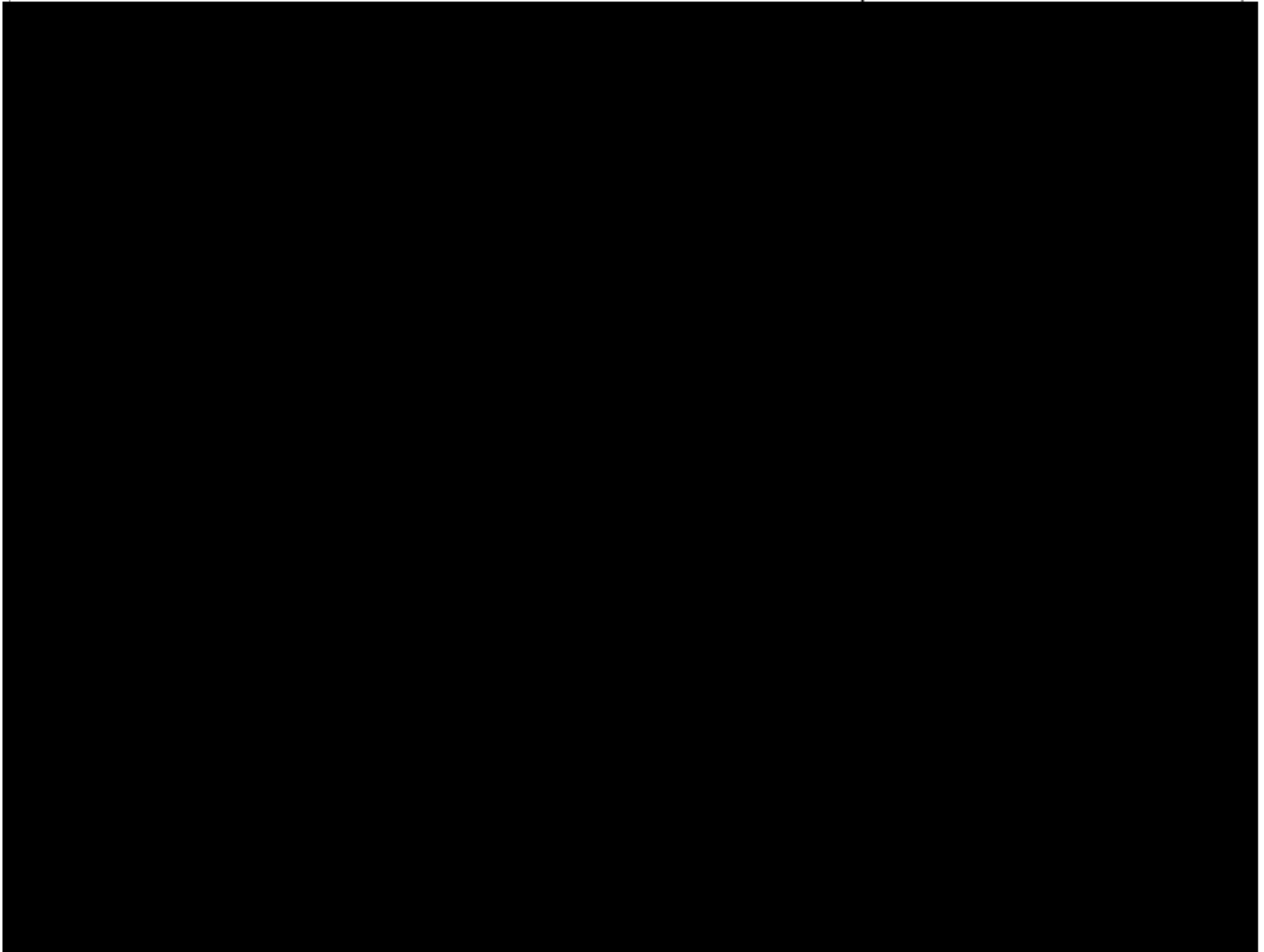
The Facility refers to the Phase II Facility, which is an offshore wind electric generation facility to be located on a portion of the Outer Continental Shelf in Bureau of Ocean Energy Management Lease OCS-A 0521 area that consists of certain turbines with aggregate expected nameplate capacity of approximately ████ MW (subject to Sections 3.3(b) and 3.3(c)), as preliminarily indicated below. The number and location of turbines included in the Facility will be based on the final turbine model selected prior to the Financial Closing Date. The table below will be updated to specify the serial number of each turbine included in the Facility as built and configured as of the Commercial Operation Date.

Preliminary Schematic Design



REDACTED

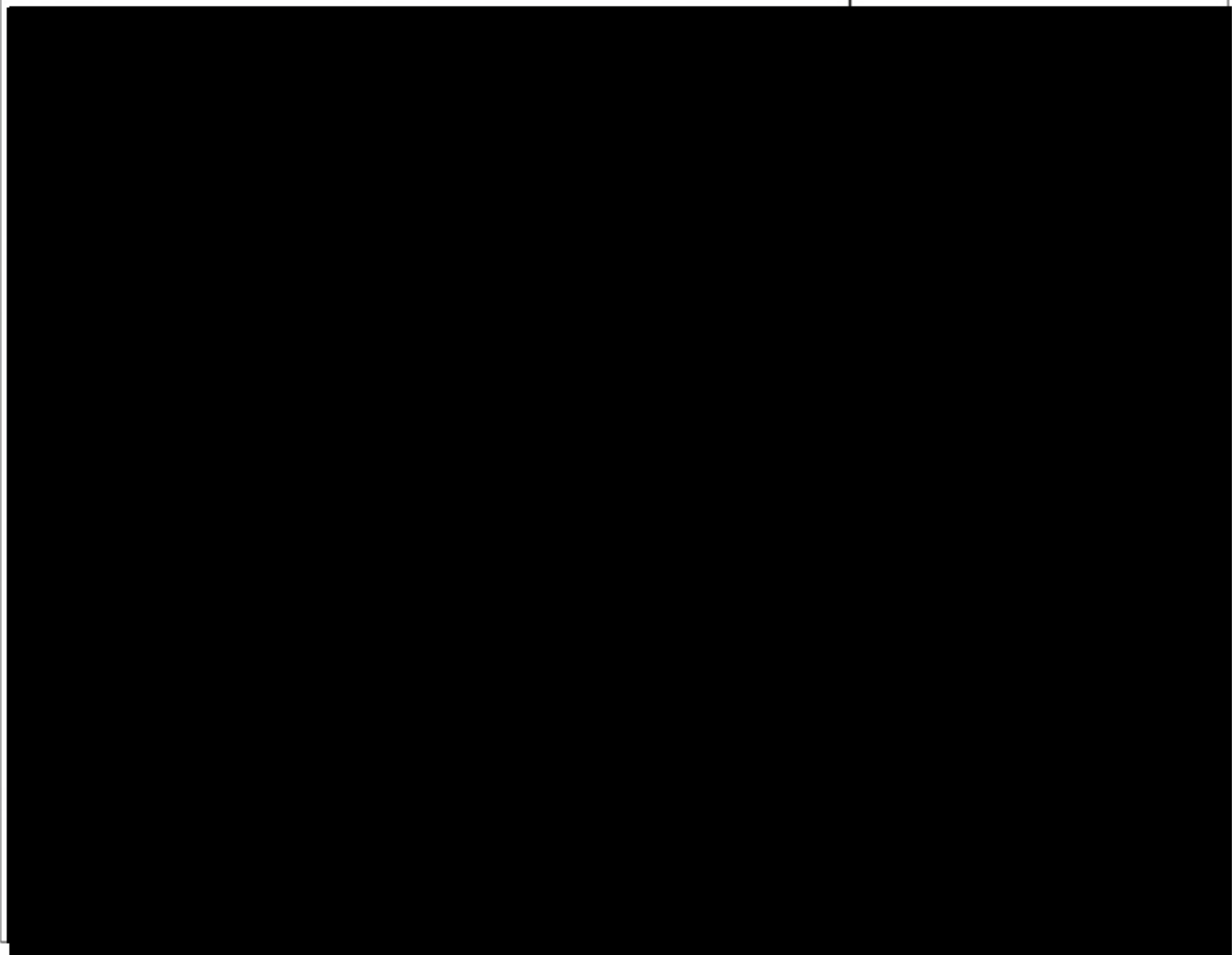
Preliminary Site Plan



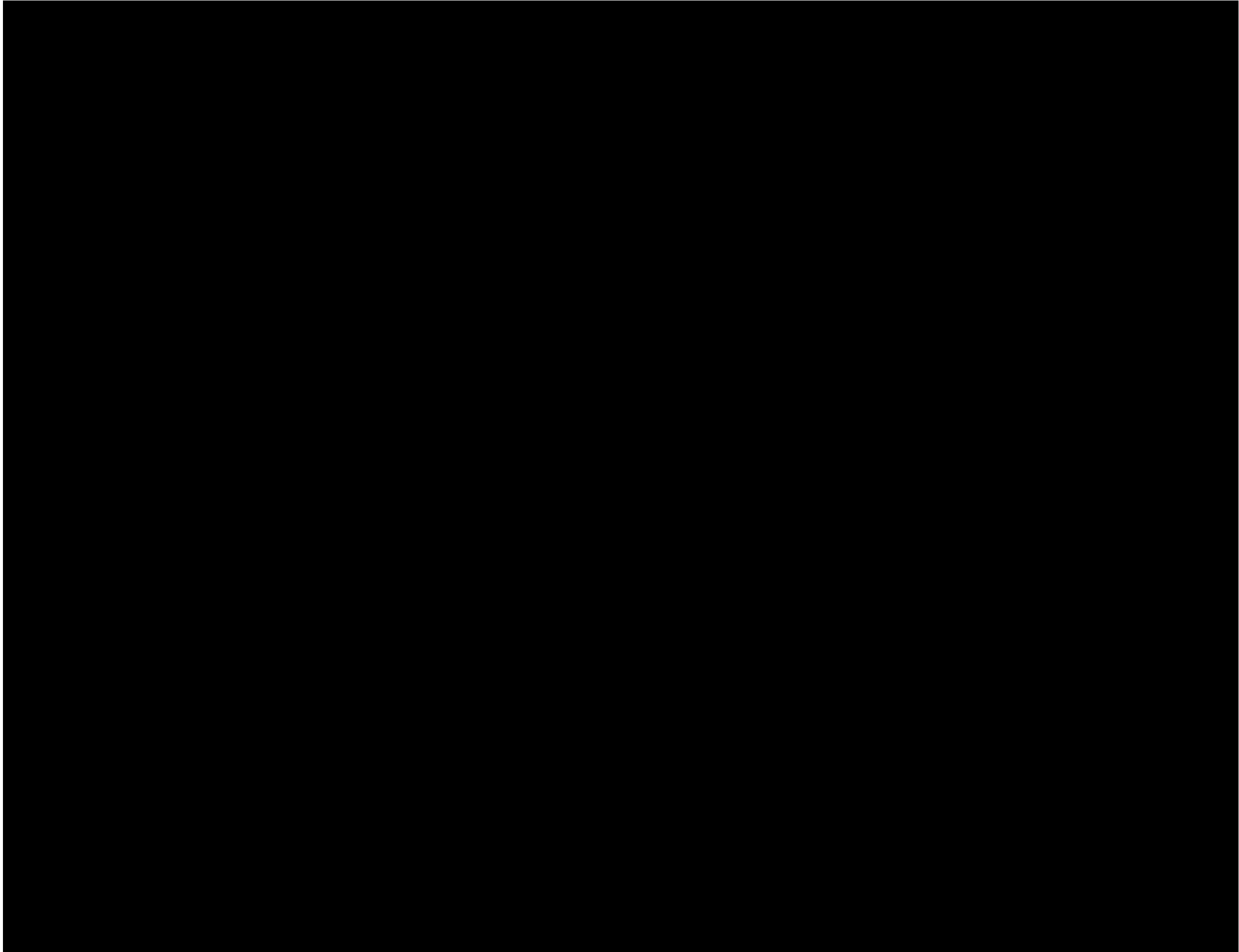
REDACTED

Delivery Point:

ISO-NE PTF Node: National Grid 345-kilovolt (kV) Substation at Brayton Point



REDACTED



Facility Turbines

Turbine	Serial Number	Turbine	Serial Number
1	To be identified	15	To be identified (if necessary)
2	To be identified (if necessary)	16	To be identified (if necessary)
3	To be identified (if necessary)	17	To be identified (if necessary)
4	To be identified (if necessary)	18	To be identified (if necessary)
5	To be identified (if necessary)	19	To be identified (if necessary)
6	To be identified (if necessary)	20	To be identified (if necessary)
7	To be identified (if necessary)	21	To be identified (if necessary)
8	To be identified (if necessary)	22	To be identified (if necessary)
9	To be identified (if necessary)	23	To be identified (if necessary)
10	To be identified (if necessary)	24	To be identified (if necessary)
11	To be identified (if necessary)	25	To be identified (if necessary)
12	To be identified (if necessary)	26	To be identified (if necessary)
13	To be identified (if necessary)	27	To be identified (if necessary)
14	To be identified (if necessary)	28	To be identified (if necessary)

Shared Equipment:

The Facility will consist of, or have the right to use, the components of the Phase I Facility, the Phase III Facility and certain other generating and related facilities to be developed by Seller and/or its Affiliates (other than the turbines) required to deliver Products to the Delivery Point (the "**Shared Equipment**"). The Shared Equipment will be shared with the Phase I Facility, the Phase III Facility and such other facilities and will include the following:

- Offshore converter platform
- Export cables
- Inter-array cables
- Onshore converter substation
- Onshore routing
- Point of interconnection substation

Proposed Facility Size:

█ MW

REDACTED

ANNEX 2

EXHIBIT B

SELLER'S CRITICAL MILESTONES – PERMITS AND REAL ESTATE RIGHTS

Table B-1: Federal Permits, Approvals, and Consultations

Agency	Permit/License/Consultation/ Approval
BOEM	Site Assessment Plan (SAP) (30 CFR §§ 585.606, 610, 611)
BOEM	Certified Verification Agent (CVA) Nomination
BOEM	Departure request for the early fabrication of Mayflower Wind's OSP and inter-array cables
BOEM	Departure request for deferral of Lease Area geotechnical data
BOEM	COP
BOEM	National Environmental Policy Act (NEPA) Review
BOEM	Facilities Design Report and Fabrication & Installation Report
U.S. Department of Defense (DoD) Clearing House	Informal Project Notification Form
U.S. Army Corps of Engineers	Individual Clean Water Act (CWA) Section 404 Rivers and Harbors Act of 1899 Section 10 Permit
U.S. Coast Guard (USCG)	Private Aids to Navigation Authorization
	Local Notice to Mariners
U.S. Environmental Protection Agency (EPA)	National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities
	Outer Continental Shelf Permit Clean Air Act
U.S. Fish and Wildlife Service (USFWS)	Endangered Species Act (ESA) Section 7 Consultation
	Bald and Golden Eagle Protection Act (BGEPA)
	Migratory Bird Treaty Act (MBTA) compliance
National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS)	Marine Mammal Protection Act (MMPA) Incidental Harassment Authorization (IHA) or Letter of Authorization (LOA)
Federal Aviation Administration	Determination of No Hazard

Table B-2: Massachusetts State Permits, Approvals, and Consultations

Agency	Permit/License/Approval
Massachusetts Executive Office of Energy and Environmental Affairs	Massachusetts Environmental Policy Act (MEPA) Environmental Notification Form (ENF) or Environmental Impact Report (EIR)
	Certificate of Secretary of Energy and Environmental Affairs
Massachusetts Energy Facility Siting Board (MA EFSB)	Approval to construct the proposed project, pursuant to G.L. c. 164, 69J (Siting Petition)
	Certificate of Environmental and Public Need (Section 72 Approval Consolidated with MA EFSB)
Massachusetts Department of Public Utilities	Approval to construct and use the proposed project, pursuant to G.L. c. 164, 72 (Section 72 Petition)
Massachusetts Department of Environmental Protection (MassDEP)	Chapter 91 Waterways License/Permit for dredge, fill, or structures in waterways or tidelands
	Section 401 Water Quality Certification
Massachusetts Office of Coastal Zone Management	Coastal Zone Management (CZM) Consistency Determination
Massachusetts Board of Underwater Archaeological Resources	Special Use Permit (SUP)
Massachusetts Historical Commission (MHC)	Project Notification Form/Field Investigation Permits (980 CMR 70.00)
	Section 106 Consultation
Massachusetts Fisheries and Wildlife (MassWildlife) – Natural Heritage & Endangered Species Program (NHESP)	Endangered Species Act Checklist
	Conservation and Management Permit (if needed) or No-Take Determination
Massachusetts Division of Marine Fisheries (MA DMF)	Letter of Authorization and/or Special License (for surveys), if needed

REDACTED

Table B-3: Rhode Island State Permits, Approvals, and Consultations

Agency	Permit/License/Approval
Rhode Island Coastal Resources Management Council (CRMC)	CZM Consistency Determination under the Federal Coastal Zone Management Act (16 United States Code [U.S.C.] §§ 1451-1464) and in accordance with the Rhode Island Coastal Resources Management Program and Special Area Management Plans
	Category B Assent and Submerged Lands License pursuant to R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1 and 650-RICR-20-00-2
	Category B Assent and Submerged Lands License pursuant to R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1 and 650-RICR-20-00-2
	Letters of Authorization/Survey Permit, if needed, in accordance with the R.I. Gen. Laws § 46-23 and 650-RICR-20-00-1
	Freshwater Wetlands Permit pursuant to the Rules and Regulations Governing the Protection and Management of Freshwater Wetlands in the Vicinity of the Coast (650-RICR-20-00-2.1 *et seq.*) (RIGL 46-23-6)
Rhode Island Energy Facility Siting Board (RI EFSB)	License pursuant to the Energy Facility Siting Act (RIGL §§ 42-98-1 et seq.) and 445-RICR-00-1
Rhode Island Historical Preservation and Heritage Commission	Permission to conduct archaeological field investigations (pursuant to the Antiquities Act of Rhode Island, G.L. 42-45 and the Rhode Island Procedures for Registration and Protection of Historic Properties)
	Section 106 Consultation
Rhode Island Department of Environmental Management (RIDEM)	Consultation with the Rhode Island Natural Heritage Program and Division of Fish and Wildlife
	Water Quality Certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* and RIGL § 46-12-3 and Dredging Permit pursuant to the Marine Infrastructure Maintenance Act of 1996 and RI Rules and Regulations for Dredging and the Management of Dredged Materials (R.I.G.L. §§ 46-6.1 *et seq.*) and Rhode Island Water Quality Regulations (R.I.G.L. §§ 46.12 *et seq.*); (Dredging permit is issued jointly by RIDEM and CRMC under RIDEM dredging regulations)
	Rhode Island Pollution Discharge Elimination System General Permit for Stormwater Discharge Associated with Construction Activity pursuant to RIGL § 42-12 as amended
RIDEM Division of Fish & Wildlife	Letter of Authorization and/or Scientific Collector's Permit (for surveys and pre-lay grapnel run), if needed
Rhode Island Department of Transportation	Utility Permit/Physical Alteration Permit pursuant to RIGL Chapter 24-8

Table B-4: Local Permits, Licenses, and Approvals

Agency	Permit/License/Approval
Portsmouth, and Somerset Planning & Zoning Boards	Local Planning/Zoning Approval(s) (if needed)
Somerset Conservation Commission	Notice(s) of Intent and Order(s) of Conditions (Massachusetts Wetlands Protection Act and municipal wetland non-zoning bylaws)
Portsmouth, and Somerset Department of Public Works, Board of Selectmen, and/or Town Council	Street Opening Permits/Grants of Location

Table B-5: Real Property Rights

	Real Property Rights
Offshore	WTGs, Inter-Array Cables, and Offshore Substation Platform Locations
	Offshore Export Cable Route – Federal Waters
	Offshore Cable Route – Massachusetts State Waters
	Offshore Cable Route – Rhode Island State Waters
Onshore	Underground Export Cable Route – Associated Landfall(s)
HVDC Converter Station and Port Facilities	Land for onshore Converter Station - Brayton Point
	Construction Port Facilities
	O&M Port Facilities

REDACTED

ANNEX 3

EXHIBIT E

RELATED TRANSMISSION FACILITIES

REDACTED

ANNEX 4

EXHIBIT F

REQUIRED NETWORK UPGRADES

REDACTED

ANNEX 5

EXHIBIT G

FACILITY SIZE INCREASE PROTOCOL

The aggregate nameplate capacity of the Facility and all Additional Facilities shall not in any event exceed [REDACTED] MW; provided, however, that in the event Seller determines that it will propose that the aggregate nameplate capacity of the Facility and all Additional Facilities will exceed [REDACTED] MW, Buyer and Seller shall work together in good faith and using commercially reasonable efforts to develop a Facility Size Increase Protocol to appropriately allocate the associated Energy and RECs in accordance with the following elements:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

REDACTED