

of the Term Loan Lenders, an amount equal to the amount of principal of the Term Loans.

- (e) From the Insurance/Condemnation and Disposition Proceeds Account. Funds on deposit in the Insurance/Condemnation and Disposition Proceeds Account shall be transferred from time to time pursuant to an Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate delivered to the Depository Bank by the Borrower:
- (i) in respect of an Event of Damage or an Event of Taking, (A) to the Prepayment Account for the prepayment of the Loans, to the extent set forth in Section 5.17 of the Credit Agreement and Section 2.09(b)(iv) of the Credit Agreement or (B) to the Revenue Account in accordance with Section 5.17(f) of the Credit Agreement; and
 - (ii) in respect of a Specified Disposition, to the Prepayment Account for the prepayment of the Loans, to the extent set forth in Section 2.09(b)(ii) of the Credit Agreement.
- (f) From the Distribution Account.
- (i) The Borrower, pursuant to an Accounts Withdrawal Certificate, shall instruct the Depository Bank to withdraw and transfer to any Person specified in such Accounts Withdrawal Certificate, all or such portion of the funds on deposit in the Distribution Account as the Borrower shall specify in such Accounts Withdrawal Certificate and in the order of priority set forth below; provided, however, that the Borrower shall certify that, as of the preceding Quarterly Date (if the withdrawal date is not on a Quarterly Date) and as of the date of such withdrawal from the Distribution Account, each of the Distribution Conditions to the making of a Restricted Payment set forth in Section 6.07(a) of the Credit Agreement is satisfied:
 - (A) [Reserved]
 - (B) *first*, to the repayment of all outstanding “Shortfall Loans” (as defined in the Construction Pledgor LLC Agreement or the Sponsor Partner LLC Agreement) incurred by the Borrower;
 - (C) *second*, to the payment of all outstanding amounts due and owing by the Borrower under Section 10.1 of the Construction Pledgor LLC Agreement or the Sponsor Partner LLC Agreement; and
 - (D) *third*, any funds remaining in the Distribution Account after making the transfer in sub-clause (A) shall be paid to the Pledgor or such other Persons as the Borrower may designate in the Accounts Withdrawal Certificate.

- (ii) If at any time there are amounts on deposit in the Distribution Account that have been ineligible for transfer pursuant to Section 3.03(f)(i) on each of six or more consecutive Quarterly Dates because of a failure to satisfy any of the Distribution Conditions to the making of a Restricted Payment set forth in Section 6.07(a) of the Credit Agreement, then Borrower, pursuant to an Accounts Withdrawal Certificate, shall instruct the Depository Bank to withdraw and transfer such amounts, to the Prepayment Account, for application to prepayment of the Loans as set forth in Section 2.09(b)(i) of the Credit Agreement.
- (iii) Funds on deposit in the Distribution Account shall also be applied from time to time as described in Section 3.05.
- (g) From the Prepayment Account. The Borrower shall instruct the Depository Bank pursuant to an Accounts Withdrawal Certificate to transfer funds on deposit in the Prepayment Account in the manner and to the extent set forth in the applicable clause of Section 2.09(b) of the Credit Agreement.
- (h) From the Capacity Deficiency Reserve Account.
 - (a) If (A) the Collateral Agent receives written notice from the Administrative Agent that any issuer of an Acceptable Letter of Credit that is credited to the Capacity Deficiency Reserve Account is no longer an Acceptable Bank or the Acceptable Letter of Credit issued by such issuer has not been replaced on or before the end of the ten Business Day period following such notice with a new Acceptable Letter of Credit issued by an Acceptable Bank or (B) any issuer of an Acceptable Letter of Credit has given a notice that the expiry date of the Acceptable Letter of Credit will not be extended and such Acceptable Letter of Credit has not been replaced at least 30 days prior to its stated expiration date, then in each such case the Collateral Agent shall at the written direction of the Administrative Agent (which direction will include the calculation described below) make a drawing on the Acceptable Letter of Credit in an amount equal to the lesser of (1) the Capacity Deficiency Prepayment Amount at such time minus the aggregate monies on deposit in the Capacity Deficiency Reserve Account at such time minus the aggregate available amount of any other Acceptable Letters of Credit and any Acceptable Guaranty and (2) the remaining amount available to be drawn under such Acceptable Letter of Credit. The Collateral Agent shall deposit the amounts drawn on such Acceptable Letter of Credit into the Capacity Deficiency Reserve Account to be applied in accordance with this Section 3.03(h).
 - (ii) On the Outside Capacity Deficiency Prepayment Date, the Borrower, pursuant to an Accounts Withdrawal Certificate delivered to the Depository Bank and the Administrative Agent, shall instruct the Depository Bank to transfer funds on deposit in the Capacity Deficiency

Reserve Account in the amounts and to the Persons set forth in such Accounts Withdrawal Certificate and in the order of priority set forth below:

- (A) *first*, to the Prepayment Account, an amount equal to the Capacity Deficiency Prepayment Amount (if any); provided that if one or more Acceptable Letters of Credit or Acceptable Guaranties credited to the Capacity Deficiency Reserve Account are then in effect and the funds on deposit in the Capacity Deficiency Reserve Account immediately before the transfer described in this sub-clause (A) are less than the Capacity Deficiency Prepayment Amount, the Collateral Agent shall at the written direction of the Administrative Agent, make (x) a drawing on such Acceptable Letters of Credit and (y) a demand for payment under such Acceptable Guaranties, in each case *pro rata* in an amount equal to the Capacity Deficiency Prepayment Amount minus the amounts then on deposit in the Capacity Deficiency Reserve Account (or, if less, the then undrawn amount of such Acceptable Letters of Credit or the then liability limit under the Acceptable Guaranty), deposit such drawn amount into the Capacity Deficiency Reserve Account and instruct the Depository Bank to transfer such drawn amount in accordance with this Section 3.03(h)(ii)(A); and
- (B) *second*, any funds remaining in the Capacity Deficiency Reserve Account after making the transfer in sub-clause (A) shall be paid to the Pledgor or such other Persons as the Borrower may designate in the Accounts Withdrawal Certificate, so long as the conditions set forth in Section 5.15 of the Credit Agreement are satisfied and the Collateral Agent, at the written direction of the Administrative Agent, shall deliver to (1) each relevant Acceptable Bank a consent to termination of the applicable Acceptable Letter of Credit in the form attached to such Acceptable Letter of Credit or otherwise in a form satisfactory to such Acceptable Bank or (2) to each Acceptable Guarantor an acknowledgement of termination to the Acceptable Guaranty.
- (iii) At the written request of an Authorized Officer of the Borrower (countersigned by the Administrative Agent) in the form of an Accounts Withdrawal Certificate, with a copy to the Collateral Agent, the Depository Bank shall release funds from the Capacity Deficiency Reserve Account so long as, as confirmed to the Depository Bank by the Administrative Agent, the Borrower has provided one or more Acceptable Letters of Credit in a stated amount equal to the amount of funds to be released from the Capacity Deficiency Reserve Account or an Acceptable Guaranty with a liability limit equal to the amount of funds to be released from the Capacity Deficiency Reserve Account. Any amounts so released shall be transferred to the Revenue Account (or to the account party of an

Acceptable Letter of Credit, to the extent that an Acceptable Letter of Credit is provided, or to the Acceptable Guarantor, to the extent that an Acceptable Guaranty is provided) as set forth in such Accounts Withdrawal Certificate. The Administrative Agent and Borrower agree that any such additional Acceptable Letter of Credit or Acceptable Guaranty shall be credited in determining reserves held for purposes of the Capacity Deficiency Reserve Account and such Acceptable Letter of Credit or Acceptable Guaranty shall be subject to all the terms of this Section 3.03(h).

(i) From the Multi-Purpose Payment Account.

(i) On the Build-Out Prepayment Date, the Borrower, pursuant to an Accounts Withdrawal Certificate delivered to the Depository Bank, shall instruct the Depository Bank to make the following transfers of funds from the Multi-Purpose Payment Account, in the amounts and to the Persons set forth in such Accounts Withdrawal Certificate and in the order of priority as follows:

(A) *first*, to the Prepayment Account for the prepayment of the Loans, to the extent and in the manner set forth in Section 5.21 of the Credit Agreement; and

(B) *second*, any funds remaining in the Multi-Purpose Payment Account in respect of the Build-Out Amount after making the other transfers required by this paragraph shall be paid to the Pledgor or such other Persons as the Borrower may designate; provided that no Default or Event of Default has occurred and is continuing; otherwise, such remaining funds shall be transferred to the Revenue Account.

(ii) Promptly upon receipt of payments by Borrower as distributions from Project Company of payments from Turbine Supplier in respect of compensation for the turbines failing to be certified at a 13.6 MW level (for power mode) or in respect of the election to utilize “Fall-Back WTGs” (as defined in the TSA) or otherwise following receipt by Project Company of a Wind Turbine Type Certificate for the Primary WTGs that does not align with the assumptions for the Primary WTGs set forth in the Base Case Projections and the calculation and approval of the Type Certificate Prepayment Amount in accordance with Section 5.27 of the Credit Agreement, the Borrower, pursuant to an Accounts Withdrawal Certificate delivered to the Depository Bank, shall instruct the Depository Bank to make the following transfers of funds from the Multi-Purpose Payment Account, in the amounts and to the Persons set forth in such Accounts Withdrawal Certificate and in the order of priority as follows:

- (A) *first*, to the Prepayment Account for the prepayment of the Loans, to the extent and in the manner set forth in Section 5.27 of the Credit Agreement; and
- (B) *second*, any funds remaining in the Multi-Purpose Payment Account in respect of payments received by Borrower as distributions from Project Company of payments from Turbine Supplier as compensation for the turbines failing to be certified at a 13.6 MW level (for power mode) or in respect of the election to utilize “Fall-Back WTGs” (as defined in the TSA) or otherwise following receipt by Project Company of a Wind Turbine Type Certificate for the Primary WTGs that does not align with the assumptions for the Primary WTGs set forth in the Base Case Projections after making the other transfers required by this paragraph shall be paid to the Pledgor or such other Persons as the Borrower may designate; provided that no Default or Event of Default has occurred and is continuing; otherwise, such remaining funds shall be transferred to the Revenue Account.
- (j) Corrections of Accounts Withdrawal Certificates. With respect to any Accounts Withdrawal Certificate submitted to the Depository Bank in connection with transfers to be made pursuant to Sections 3.03(a) through (i), the Borrower may supplement such Accounts Withdrawal Certificate, or submit a new, updated Accounts Withdrawal Certificate in replacement of such Accounts Withdrawal Certificate, in each case in order to correct any certifications or wiring or other payment instructions set forth therein, so long as such supplemental or new Accounts Withdrawal Certificate is provided to the Depository Bank by 12:00 p.m., New York City time, at least one Business Day prior to the proposed date of the transfers to be made pursuant thereto.

4 **Event of Default, Etc.** Notwithstanding any provision of this Agreement to the contrary, (a) upon the occurrence and during the continuation of any Event of Default, the Collateral Agent shall (upon the direction of the Administrative Agent) instruct the Depository Bank not to release, withdraw, distribute, transfer or otherwise make available any funds in or from any of the Accounts, and to take such action or refrain from taking such action as the Collateral Agent shall instruct in the form of Exhibit C attached hereto (a “Notice of Default”) and, upon receipt thereof, the Depository Bank shall comply with such instructions until the Depository Bank has received written notice from the Borrower (countersigned by the Administrative Agent and with a copy to the Collateral Agent) in the form of Exhibit D attached hereto (a “Default Revocation Notice”) that such Event of Default no longer exists due to it having been waived, cured or no longer existing, or having been deemed waived, in accordance with the terms of the Credit Agreement and (b) upon the occurrence and during the continuation of any Event of Default, the Collateral Agent shall have the right to exercise such remedies as are then available to it, including (i) if instructed to do so by the Administrative Agent acting at the direction of the Required Lenders, the transfer of all or any part of the funds in the Accounts to any of the other Accounts, ratably for the account of the Lenders, or (ii) pursuant to the instructions of the

Required Lenders, (A) drawing on any Acceptable Letter of Credit or making a demand for payment under any Acceptable Guaranty credited to any of the Accounts or (B) the transfer of all or any part of the funds in the Accounts to the payment of the Obligations then due and payable as provided pursuant to the Credit Agreement and Section 3.06. A Notice of Default or Default Revocation Notice delivered to the Depository Bank shall only be effective by the end of the second Business Day following the day Depository Bank has received such notice, provided that the Depository Bank shall use commercially reasonable efforts to establish a block on the Accounts within forty eight (48) hours, following receipt of a Notice of Default.

5 **When Amounts are Insufficient**. Subject to Section 3.04, if the funds on deposit in the Interest Payment Account or the Principal Payment Account on any Quarterly Date are insufficient to make all payments of Debt Service or other amounts due in respect of the Obligations then due and payable, an Authorized Officer of the Borrower shall deliver a certificate to the Depository Bank, the Collateral Agent and the Administrative Agent setting forth the amount of such insufficiency and directing the transfers set forth below. The Borrower shall instruct the Depository Bank to, in accordance with the instructions set forth in the certificate referred to in the preceding sentence, (i) *first*, apply funds then on deposit in the Revenue Account, (ii) *second*, to the extent amounts in the Revenue Account are not adequate for such purpose, apply any funds then on deposit in the Distribution Account, and (iii) *third*, to the extent amounts in the Distribution Account are not adequate for such purpose, apply funds from the Debt Service Reserve Account and applicable Acceptable Letters of Credit as provided in Section 3.03(b)(ii). To the extent funds in the Debt Service Reserve Account are insufficient to make all payments of Debt Service or other amounts due in respect of the Obligations then due and payable, then the Collateral Agent, at the direction of the Administrative Agent, shall be entitled to make a demand for payment under any Acceptable Guaranty deemed credited to the Debt Service Reserve Account pursuant to Section 3.02(b)(ii), and if an Event of Default has occurred and is continuing, the Collateral Agent may, if directed by the Administrative Agent, instruct the Depository Bank to withdraw or transfer amounts from the Distribution Account to fund the Debt Service Reserve Account up to the Debt Service Reserve Required Amount (to the extent not funded with an Acceptable Guaranty credited to the Debt Service Reserve Account or an Acceptable Letter of Credit).

3.06 **Distribution of Collateral Proceeds**.

(a) **Priority of Payments**. Following receipt of any and all proceeds of and realization on the Collateral (including any property or securities distributed under a plan under the Bankruptcy Code) by the Collateral Agent, the Collateral Agent shall notify the Administrative Agent thereof and the Administrative Agent shall instruct the Depository Bank in writing to apply the proceeds of such sale, disposition, or other realization, collection or recovery toward the payment of the Obligations in the following order of priority and otherwise in accordance with the Financing Documents:

- (i) *first*, to any fees, costs, indemnities charges and expenses (including fees, charges and disbursements of counsel to Administrative Agent, Collateral

Agent or Depository Bank) then due and payable to Administrative Agent, Collateral Agent or Depository Bank, under this Agreement or any other Financing Document pro rata based on such respective amounts then due to such Persons;

- (ii) *second*, to the respective outstanding fees, costs, indemnities charges and expenses (including fees, charges and disbursements of counsel to the Secured Parties and any applicable costs under Section 2.14 of the Credit Agreement if such prepayment will include prepayment of a Eurodollar Loan on a day other than the last day of an Interest Period for such Eurodollar Loan) then due and payable to the other Secured Parties under any Financing Document pro rata based on such respective amounts then due to such Persons;
- (iii) *third*, to (a) any accrued but unpaid interest owed to the Secured Parties on the Loans and (b) any ordinary course settlement payments (but not termination payments) owed under the Permitted Swap Agreements, pro rata based on such respective amounts then due to the Secured Parties;
- (iv) *fourth*, to (a) the outstanding principal of the Loans and Reimbursement Obligations then due to the Secured Parties, (b) cash collateralize in accordance with Section 2.19 of the Credit Agreement all issued and outstanding Letters of Credit and (c) any termination payments owed under the Permitted Swap Agreements, pro rata based on such respective amounts then due to the Secured Parties;
- (v) *fifth*, to any other unpaid Obligations then due and payable to the Secured Parties, pro rata based on such respective amounts then due to the Secured Parties; and
- (vi) *sixth*, after occurrence of the Termination Date and final payment in full of the amounts described above in Section 3.06(a)(i) through Section 3.06(a)(v), in accordance with Section 3.07.

Subject to Sections 2.03 and 2.18 of the Credit Agreement, amounts used to cash collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause fourth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

- (b) Borrower Remains Liable for Deficiency. It is understood that the Borrower shall remain liable to the extent of any deficiency between (x) the amount of the proceeds of the Collateral and any other collateral and (y) the aggregate of the sums referred to in clauses (i) through (v) of Section 3.06(a).

Termination of Accounts. On the Termination Date all Permitted Investments in each Account shall (at the written direction of the Borrower) promptly be liquidated, with any remaining funds remitted promptly to (or at the written direction of) the Borrower, and the Accounts shall promptly be closed.

3.08 Delivery of Executed Withdrawal Certificates; Security Procedures.

- (a) No later than 11:00 am (New York City time), at least three (3) Business Days (but no more than ten (10) Business Days) prior to each and every proposed transfer date for funds between or from any Accounts, the Borrower shall or shall cause an Authorized Officer to, deliver to the Depository Bank an Executed Withdrawal Certificate complying with all the requirements set forth in this Agreement. The delivery of an Executed Withdrawal Certificate by the Borrower to the Depository Bank shall constitute the Depository Bank's instruction to make the proposed transfers set forth therein.
- (b) Notwithstanding the foregoing, any and all instructions and directions delivered to the Depository Bank, including any Executed Withdrawal Certificate, shall be executed by an Authorized Officer of the applicable party or parties and delivered only by facsimile (as evidenced by a confirmed transmittal to the applicable party's or parties' transmitting fax number) or as a Portable Document Format ("PDF") attached to an email only at the fax number or email address set forth in Section 5.02. The Depository Bank shall not be liable to any party hereto, Secured Party or other Person for refraining from acting upon any instruction for or related to the transfer or distribution of the funds that do not satisfy the requirements herein, including Section 3.08. Depository Bank may rely and act upon the confirmation of anyone purporting to be an Authorized Officer in connection with any of Depository Bank's verifying call-backs or email confirmations.
- (c) Borrower, Collateral Agent and Administrative Agent each authorizes Depository Bank to use the funds transfer instructions ("Standing Instructions") specified for it in Schedule IV attached hereto (as may be supplemented from time to time as described below) to disburse any funds due to such party, without a verifying call-back or email confirmation as set forth below.
- (d) If any funds transfer instructions other than Standing Instructions are set forth in a permitted certificate or other instruction from a party or parties in accordance with this Agreement, Depository Bank may confirm such funds transfer instructions by a telephone call-back or email confirmation to an Authorized Officer of such party or parties and thereafter, such funds transfer instructions shall also be considered the applicable party's Standing Instructions hereunder. To the extent a call-back or email confirmation is undertaken, no funds will be disbursed until such confirmation occurs. If multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone call-back or email confirmation.

- (e) The persons designated as Authorized Officers and telephone numbers and email addresses for same may be changed only in a writing in the form of certificate delivered as Schedule II executed by an Authorized Officer or other duly authorized person of the Borrower or Agent, as applicable, setting forth such changes and actually received by the Depository Bank via facsimile or as a PDF attached to an email in accordance with Section 5.02. The Depository Bank may confirm any such change in Authorized Officers by a telephone call-back or email confirmation according to its security procedures.
- (f) Depository Bank and other financial institutions, including any intermediary bank and the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.
- (g) Borrower, Collateral Agent and Administrative Agent acknowledge that the security procedures set forth herein are commercially reasonable.
- (h) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction may be confirmed by a verifying call-back (or email confirmation) to an Authorized Officer of the instructing party.
- (i) Notwithstanding anything to the contrary, parties hereto acknowledge and agree that Depository Bank may not transfer or distribute funds in an Account until Depository Bank has completed its security procedures.

**ARTICLE IV
DEPOSITARY BANK**

- 4.01 **Appointment.** JPMorgan Chase Bank, N.A. is hereby appointed by the Administrative Agent and the Collateral Agent (on behalf of itself and the Secured Parties) to act as Depository Bank, and the Depository Bank is authorized to exercise such rights, powers, authorities and discretions as are specifically delegated to the Depository Bank by the terms of this Agreement and the other Financing Documents, together with all such rights, powers, authorities and discretions as are reasonably incidental thereto. By its signature below JPMorgan Chase Bank, N.A. (or any successor thereto pursuant to Section 4.07) accepts such appointment. The Borrower hereby consents to such appointment of the Depository Bank and agrees to pay to the Depository Bank any reasonable and documented fees and other amounts as are agreed in writing between the Borrower and the Depository Bank from time to time.
- 4.02 **Duties and Responsibilities.** The Depository Bank shall not have any fiduciary duties or responsibilities except those expressly set forth in this Agreement or in the other Transaction Documents to which it is a party, and no implied covenants or obligations shall be read into this Agreement or the other Transaction Documents against the Depository Bank. The Depository Bank shall not be liable or responsible except for the performance

of such expressed duties as are specifically set forth herein or in the other Transaction Documents to which it is a party. The Depository Bank shall not have any fiduciary relationship with the Borrower or any other party arising out of or in connection with this Agreement or the other Transaction Documents. The relationship between the Secured Parties, on the one hand, and the Borrower, on the other, in connection herewith or therewith is solely that of a debtor and a creditor. Neither this Agreement nor the other Transaction Documents creates a joint venture between the parties.

4.03 Other Depository Bank Provisions.

- (a) Notices of Defaults, etc. The Depository Bank shall not be deemed to have knowledge or notice of the occurrence of any Default, Event of Default or any other default in connection with any Financing Documents unless the Depository Bank has received written notice from the Collateral Agent or the Administrative Agent of such Default or Event of Default referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “Notice of Default” in the form set forth as Exhibit C attached hereto. The Depository Bank shall not be deemed to have knowledge or notice of the occurrence of the Conversion Date, or any other date or condition specified in this Agreement, unless the Depository Bank has received written notice of such occurrence, referring to this Agreement, from the Collateral Agent or the Administrative Agent. Upon the occurrence of a Default or Event of Default, the Depository Bank shall not be required to take or omit to take any action with respect to such Default or Event of Default unless directed by the Collateral Agent. Unless and until the Depository Bank shall have received such direction, the Depository Bank may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to any such Default or Event of Default as it deems advisable in the best interest of the Secured Parties. In no event shall the Depository Bank be required to comply with any such directions to the extent that the Depository Bank believes that its compliance with such directions would be unlawful.
- (b) Exculpatory Provisions with Respect to Depository Bank.
- (i) Not Responsible for Recitals, Value, Etc. Neither the Depository Bank (in its capacity as the Depository Bank) nor any of its Affiliates shall be responsible to Borrower, any Agent or any other Secured Party for or have any duty to ascertain or inquire into: (A) any recitals, statements, representations or warranties made by any Person (other than itself) in this Agreement or any other Financing Document or in any certificates or other document referred to or provided for in, or received by any Secured Party under, this Agreement or any other Financing Document; (B) the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Financing Document or any other document referred to or provided for herein or therein or the perfection, priority or validity of any of the Liens created by the Financing Documents; (C) any failure by any Loan Party to perform its obligations hereunder or thereunder; (D) whether the conditions precedent to any

Executed Withdrawal Certificate, other certificate or instruction delivered in connection with this Agreement have been satisfied; or (E) whether the funds transferred hereunder are applied for the purpose for which they were transferred. For the avoidance of doubt, each Executed Withdrawal Certificate, other certificate or other instruction relating to the transfer of amounts held by Depository Bank hereunder shall state the Account from which funds shall be transferred, the amount to be transferred, the identity of the recipient of such funds and such recipient's funds transfer instructions, and Depository Bank shall not be responsible for calculating any amounts to be transferred hereunder.

- (ii) Performance by Loan Parties. The Depository Bank shall not be required to ascertain or inquire as to the performance by the Borrower or any other Loan Party of any of its obligations under any Financing Document or any other document or agreement contemplated hereby or thereby.
- (iii) Initiation of Litigation. The Depository Bank shall not be required to initiate or conduct any litigation or collection proceeding hereunder or under any other Financing Document.
- (iv) Insurance and Taxes on Account Collateral. The Depository Bank shall not be liable or responsible for insuring any of the Depository Collateral or for the payment of taxes, charges, assessments or liens upon any of the Depository Collateral or otherwise as to the maintenance of any of the Depository Collateral.
- (v) Right to Rely. The Depository Bank shall be entitled to rely conclusively upon and shall not be bound to make any investigation into the facts or matters stated in any instruction, certificate, notice or other document (including any Executed Withdrawal Certificate) purportedly signed by an Authorized Officer or other representative of Borrower, Administrative Agent, Collateral Agent or Independent Engineer believed by the Depository Bank in good faith to be genuine and to have been signed or sent by or on behalf of the proper Person or Persons, and the Depository Bank shall have no liability for its actions taken, suffered or omitted to be taken upon any such certificate, notice or other document, except to the extent caused by Depository Bank's willful misconduct or gross negligence as finally determined in a non-appealable judgment by a court of competent jurisdiction. The Depository Bank shall have no duty whatsoever to investigate or verify whether any such signature is genuine or authorized or whether the information in any such certificate, notice or other document (including any Executed Withdrawal Certificate) is genuine or accurate. The Depository Bank shall have no responsibility or liability to review, verify and/or confirm any receipts, invoices, calculations or other documentation that accompanies or is set forth in any instruction, certificate notice or other document (including any Executed Withdrawal Certificate) delivered hereunder. The Depository Bank shall

not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

- (vi) Use of Counsel. In the event of any question as to the construction or interpretation of any provision of this Agreement, the Depository Bank shall be entitled to consult with and obtain advice from legal counsel of its own selection in its sole discretion, at the expense of the Borrower (for reasonable out-of-pocket costs), and may (but shall not be obligated to) rely and act upon such advice and shall not incur any liability in acting in good faith in accordance with any such advice.
- (vii) Use of Employees and Agents. The Depository Bank may execute any of the powers granted to it hereunder or perform any duties hereunder either directly or by or through employees, officers, agents or attorneys and other Related Parties of the Depository Bank and any such agents or attorneys and shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The exculpatory provisions of this Article IV shall apply to any such employees, officers, agents and attorneys and to the Related Parties of the Depository Bank and any such agents and attorneys, and shall apply to their respective activities in connection herewith and the other Financing Documents as well as activities as the Depository Bank.
- (viii) No Discretion. Whenever reference is made in this Agreement to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Depository Bank or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Depository Bank or there is ambiguity in the instructions or directions or conflicting instructions or directions from the Borrower, Collateral Agent or Administrative Agent, it is understood that in all cases the Depository Bank shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Administrative Agent and/or Collateral Agent (each acting in accordance with the Financing Documents), as it deems appropriate. The Depository Bank shall be permitted to request instructions or directions from the Agents or Borrower in case of conflict or ambiguity. This provision is intended solely for the benefit of the Depository Bank and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.
- (ix) Special Damages. In no event shall the Depository Bank be responsible or liable for any consequential, indirect, punitive or special loss or damage

of any kind whatsoever (including, but not limited to loss of profit) relating to this Agreement irrespective of whether the Depository Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

- (x) Disclosure. In no event shall the Depository Bank, except as expressly set forth herein, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries or other Affiliates that is communicated to or obtained by the Depository Bank or any of its Affiliates in any capacity.
- (xi) Directions from the Agents. The Depository Bank shall not be liable for any action taken or not taken by it (i) directed to it by the Collateral Agent or Administrative Agent or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment.

4.04 **Liability**.

- (a) Neither the Depository Bank nor any of its Affiliates nor its or their officers, directors, employees or agents shall be liable to any Person for any action taken or omitted under this Agreement or under the other Financing Documents, or in connection therewith, except to the extent caused by the gross negligence or willful misconduct of the Depository Bank, as finally determined in a non-appealable judgment by a court of competent jurisdiction. The Secured Parties party hereto each (for itself and any Person claiming through it) hereby releases, waives, discharges and exculpates the Depository Bank for any action taken or omitted under this Agreement or under the other Financing Documents, or in connection therewith, except to the extent caused by the gross negligence or willful misconduct of the Depository Bank, as finally determined in a non-appealable judgment by a court of competent jurisdiction.
- (b) The Depository Bank shall not incur any liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Depository Bank (including any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, pandemic, epidemic or other public health emergencies, any act of terrorism, electrical or computer or telecommunications failure or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility) or any duty of confidentiality.
- (c) In the event that a legal garnishment, attachment, levy, restraining notice, court order or other governmental order (a "Directive") is served with respect to any of the Accounts or any amounts of Property held in the Accounts, or the delivery thereof shall be stayed or enjoined by a Directive, Depository Bank is hereby expressly authorized, in its sole discretion, to obey and comply with all such

Directives so entered or issued, and in the event that Depository Bank obeys or complies with any such Directive it shall not be liable to any of the other parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

4.05 Indemnity.

- (a) The Agents on behalf of the Lenders under the Credit Agreement and the Secured Parties, as applicable, shall, from time to time on demand by the Depository Bank and any Depository Indemnified Party, indemnify the Depository Bank and the Depository Indemnified Parties in proportion to (a) prior to any acceleration of the Obligations, its *pro rata* share of the aggregate of the undrawn Commitments and the outstanding principal amount of Obligations and (b) following any acceleration of the Obligations, its *pro rata* share of outstanding principal of the Obligations at the time of demand (or, if all outstanding principal has then been repaid in full, immediately prior to the final repayment thereof), against any and all costs, claims, losses, expenses (including reasonable legal fees and expenses) and liabilities, which the Depository Bank or Depository Indemnified Parties may incur on or after the date hereof in acting in its capacity as the Depository Bank hereunder and under the other Financing Documents, other than by reason of its own respective gross negligence or willful misconduct as finally determined in a non-appealable judgment by a court of competent jurisdiction. Furthermore, to the extent that the Borrower for any reason fails to pay any amount required under paragraph (b) of this Section 4.05 or Section 4.10 to be paid by it to the Depository Bank or any Depository Indemnified Party, and without limiting the Obligations of the Borrower, each Secured Party severally agrees to pay to such Depository Indemnified Party or such Related Party, as the case may be, in proportion to (a) prior to any acceleration of the Obligations, its *pro rata* share of the aggregate of the undrawn Commitments and the outstanding principal amount of Obligations and (b) following any acceleration of the Obligations, its *pro rata* share of outstanding principal of the Obligations at the time of demand (or, if all outstanding principal has then been repaid in full, immediately prior to the final repayment thereof) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by the Depository Bank); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Depository Indemnified Party in its capacity as such, or against such Related Party acting for such Depository Indemnified Party in connection with such capacity. All amounts due under this Section 4.05(a) shall be payable promptly after demand therefor. Any such Depository Indemnified Party in its capacity as such or such Related Party acting for such Depository Indemnified Party in connection with its capacity as such shall be fully justified in refusing to take or to continue to take any action under this Agreement or any Financing Document unless it shall first be indemnified to its satisfaction by the Secured Parties against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Without limitation of the foregoing, each Secured Party (other than the Agents in

their capacity as Agents) shall reimburse the Depository Bank promptly upon demand for its ratable share of any out-of-pocket expenses (including reasonable legal fees and expenses) incurred by it in connection with the preparation, execution, administration or enforcement of, or legal advice in respect of rights or responsibilities under, the Transaction Documents, to the extent that the Depository Bank is not promptly reimbursed for such expenses by the Borrower.

- (b) The Borrower shall indemnify the Depository Bank and its Related Parties (each such Person being called a “Depository Indemnified Party”) against, and hold each Depository Indemnified Party harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of one firm of counsel for all Depository Indemnified Parties and, to the extent required, one firm of regulatory and one firm of local counsel in each relevant regulatory field and jurisdiction, as appropriate, for all Depository Indemnified Parties (and, in the case of any actual or perceived conflict of interest where the Depository Indemnified Party affected by such conflict has informed the Borrower of such conflict, of another firm of counsel, regulatory counsel or local counsel, as applicable, for each such affected Depository Indemnified Party)) incurred by any Depository Indemnified Party or asserted against any Depository Indemnified Party by any Person (including the Borrower or any other Loan Party) arising out of, in connection with, or as a result of (i)(A) any Environmental Claim relating to or arising in connection with the Development, the Project, the Borrower or any other Loan Party; (B) any actual, alleged or threatened presence or Release of Hazardous Substances relating to or arising in connection with the Development, the Project Assets or the Borrower; (C) any other liability or obligation under any Environmental Law or Governmental Approval related to or arising in connection with the Development, the Project Assets or the Borrower; (D) the syndication, execution, delivery and performance of the Financing Documents or Project Documents or any other document, agreement or instrument in any way relating to the Financing Documents or Project Documents or the transactions contemplated by the Financing Documents or Project Documents; or (E) any transaction (whether or not consummated) contemplated by the Financing Documents or Project Documents or any other document, agreement or instrument in any way relating to the Financing Documents or Project Documents; (ii) any Loan or the use or proposed use of the proceeds therefrom; (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing clauses (i)– (ii), whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Depository Indemnified Party is a party thereto; or (iv) Depository Bank acting in its capacity as the Depository Bank hereunder and under the other Financing Documents, other than by reason of its own respective gross negligence or willful misconduct as finally determined in a non-appealable judgment by a court of competent jurisdiction; provided that such indemnity shall not, as to any Depository Indemnified Party, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence

or willful misconduct of such Depository Indemnified Party or in respect of Taxes imposed on or measured by net income (however denominated), franchise taxes, and branch profits Taxes of a Depository Indemnified Party. The Borrower also agrees that (x) it waives any claim it may have against any Depository Indemnified Party for breach of fiduciary duty arising under the Transaction Documents or alleged breach of fiduciary duty arising under the Transaction Documents and (y) no Depository Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Borrower or to any security holders or creditors thereof related to or arising out of the execution, delivery and performance of any Financing Document or Project Document or any other document in any way relating to the Financing Documents or Project Documents or the other transactions contemplated by the Financing Documents or Project Documents, except to the extent that any loss, claim, damage or liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Depository Indemnified Party's gross negligence or willful misconduct. All amounts due under this Section 4.05(b) shall be payable as the losses, claims, damages, liabilities and related expenses contemplated under this Section 4.05(b) are incurred.

(c) The Borrower agrees that, without each Depository Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought by or on behalf of such Depository Indemnified Party under this Section 4.05 (whether or not any Depository Indemnified Party is an actual or potential party to such claim, action or proceeding). In the event that a Depository Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against the Borrower or any Affiliate thereof in which such Depository Indemnified Party is not named as a defendant, the Borrower agrees to reimburse such Depository Indemnified Party for all reasonable and documented expenses incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including the reasonable and documented fees and disbursements of its legal counsel. In the case of any claim brought against a Depository Indemnified Party for which the Borrower may be responsible under this Section 4.05, the Depository Indemnified Parties agree to reasonably cooperate as reasonably requested by the Borrower (at no expense to the Depository Indemnified Parties) in connection with the Borrower's defense, settlement or compromise of such claim, action or proceeding.

(d) The provisions of this Section 4.05 shall survive the termination of this Agreement and the other Financing Documents. The Depository Bank shall not be otherwise required to advance its own funds for any such indemnification obligations it may have to any third party under any of the Financing Documents that are otherwise reimbursable to the Depository Bank or covered by an indemnity benefiting the Depository Bank under the Financing Documents.

4.06 Resignation and Removal.

Subject to Section 4.07, the Depository Bank may resign from its appointment hereunder at any time without providing any reason therefor by giving 30 days prior written notice to that effect to each of the other parties hereto; provided that, if the Collateral Agent and the Depository Bank are the same entity, such entity shall resign from both such appointments.

Subject to Section 4.07, the Required Lenders, with, unless an Event of Default has occurred and is continuing, the consent of the Borrower, may remove the Depository Bank from its appointment hereunder with or without cause by giving 30 days' prior written notice to that effect to each of the other parties hereto.

4.07 Successor Depository Banks

- (a) No resignation or removal pursuant to Section 4.06 shall be effective until:
- (i) a successor to the Depository Bank is appointed in accordance with (and subject to) the provisions of this Section 4.07;
 - (ii) the Borrower shall pay all fees and expenses then due and owing to the resigning or removed Depository Bank;
 - (iii) the resigning or removed Depository Bank has transferred to its successor (A) all of its rights and obligations in its capacity as a Depository Bank under this Agreement and the other Financing Documents and (B) all documentation held by it and relating to the Financing Documents required for such successor to perform its obligations hereunder (other than such documentation that the Depository Bank is required to retain pursuant to Applicable Law); and
 - (iv) the successor Depository Bank has executed and delivered an agreement to be bound by the terms of this Agreement and the other Financing Documents and to perform all duties required of the Depository Bank, as the case may be, hereunder and under the other Financing Documents;
- provided that, for the avoidance of doubt, a removal of a Depository Bank shall be effective notwithstanding the non-satisfaction of clause (a)(iii) above.
- (b) If the Depository Bank has given notice of its resignation pursuant to Section 4.06(a) or if the Required Lenders give the Depository Bank notice of removal thereof pursuant to Section 4.06(b), then a successor to the Depository Bank may be appointed by the Required Lenders (and, unless an Event of Default has occurred and is continuing, with the written consent of the Borrower, which consent shall not unreasonably be withheld or delayed) during a 30 day period beginning on the date of such notice but, if no such successor is so appointed within 30 days after the above notice, the resigning or removed Depository Bank may appoint such a successor or petition a court of competent jurisdiction to appoint such a successor. If a resigning or removed Depository Bank, or a court of

competent jurisdiction appoints a successor, such successor shall (i) have a combined capital and surplus of at least \$500,000,000 and (ii) be acceptable to the Required Lenders (and, unless an Event of Default has occurred and is continuing, the Borrower, approval by which shall not unreasonably be withheld or delayed).

- (c) If a successor to the Depositary Bank is appointed under the provisions of this Section 4.07, then:
- (i) the predecessor Depositary Bank shall be discharged from any further duty or obligation hereunder (but without prejudice to any accrued liabilities);
 - (ii) the resignation pursuant to Section 4.06(a) or removal pursuant to Section 4.06(b) of the predecessor Depositary Bank notwithstanding, the provisions of this Agreement shall inure to the predecessor Depositary Bank's benefit as to any actions taken or omitted to be taken by it under this Agreement and the other Financing Documents while it was Depositary Bank and survive with respect to any indemnification claim it may have relating to this Agreement; and
 - (iii) the successor Depositary Bank and each of the other parties hereto shall have the same rights and obligations amongst themselves as they would have had if such successor Depositary Bank had been a party hereto beginning on the date of this Agreement.
- (d) Any entity into which the Depositary Bank may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Depositary Bank shall be a party, or any entity succeeding to all or substantially all the escrow or account bank business of the Depositary Bank, shall be the successor of the Depositary Bank hereunder; without the execution or filing of any paper or any further act on the part of any of the parties hereto.

4.08 **Authorization.** The Depositary Bank has been authorized to execute, deliver and perform each of the Financing Documents to which the Depositary Bank is a party.

4.09 **Depositary Bank as Lender.** With respect to any Commitment held by it and the Loans made by it, any Lender or any other Person serving as Depositary Bank hereunder shall have the same rights and powers under the Transaction Documents as any other Lender or any other Person, and may exercise the same as though it were not the Depositary Bank. The term "Lender" or "Secured Party", when used with respect to the Depositary Bank, shall, unless otherwise expressly indicated, include the Depositary Bank in its individual capacity as a Lender. The Depositary Bank and each of its respective Affiliates may accept deposits from, lend money to, act as trustee under indentures of and generally engage in any kind of business with any Person, without any duty to account therefor to the Secured Parties.

ees and Expenses. During the term of this Agreement, the Borrower shall pay the Depository Bank the fees set forth in a fee schedule accepted by the Borrower. The Borrower shall also pay (i) all reasonable out-of-pocket expenses incurred by the Depository Bank (and any of their respective sub-agents) (including the reasonable fees, expenses, charges and disbursements of counsel to the Depository Bank in connection with the primary syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Financing Documents, the extension of credit thereunder or hereunder, or any amendments, modifications or waivers of the provisions hereof or thereof (in any case, whether or not the transactions contemplated hereby or thereby shall be consummated); (ii) all out-of-pocket expenses incurred by the Depository Bank (including the fees, expenses, charges and disbursements of counsel for the Depository Bank) in connection with the enforcement or protection of its rights in connection with this Agreement and the other Financing Documents, including its rights under this Section 4.10; (iii) all costs, expenses, assessments and other charges incurred by the Depository Bank or any of its Affiliates in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement, any other Security Document or any other document referred to herein or therein; and (iv) all costs, expenses and other charges incurred by any of the Depository Bank or any of its Affiliates in respect of title insurance or notary fees procured with respect to the Liens created pursuant to the Security Documents. All amounts due under this Section 4.10 shall be payable not later than 20 days after demand therefor.

Survival. The provisions of Article IV shall continue in effect for the benefit of the retiring (or retired) or removed Depository Bank, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring (or retired) or removed Depository Bank was acting as the Depository Bank.

ARTICLE V MISCELLANEOUS

Deemed Waiver; Remedies Cumulative. No failure or delay on the part of the Depository Bank, any Agent or Secured Party in exercising any right, power or privilege hereunder or under any other Financing Document and no course of dealing between any Loan Party, or any of its Affiliates, on the one hand, and the Depository Bank, any Agent or Secured Party on the other hand, shall impair any such right, power or privilege or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Financing Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Financing Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which any party thereto would otherwise have. No notice to or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Depository Bank, Agent or Secured Party to any other or further action in any circumstances without notice or demand.

ntices. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder or thereunder shall be in writing and shall be considered as properly given (i) if delivered in person, (ii) if sent by overnight delivery service (including Federal Express, United Parcel Service and other similar overnight delivery services) if for inland delivery or international courier if for overseas delivery, (iii) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or (iv) if transmitted by electronic communication as provided in Section 5.02(e). Any communication between the parties hereto or notices provided herein may be given delivered at its address and contact number specified below, or at such other address and contact number as is designated by such party in a written notice to the other parties (by giving 10 days' written notice to the other parties in the manner set forth herein) hereto:

(a) Borrower:

Avangrid Vineyard Wind, LLC
[1125 NW Couch St, Ste 700
Portland, OR 97209]¹
Attention: General Counsel
[Email: Benjamin.Lackey@avangrid.com](mailto:Benjamin.Lackey@avangrid.com)

(b) Administrative Agent:

Banco Santander, S.A., New York Branch
as Administrative Agent
45 E. 53rd St.
New York, NY 10022
[E-mail: PortfolioManagementGDF@santander.us](mailto:PortfolioManagementGDF@santander.us)
Attention: Erika Wershoven

with a copy to:

Banco Santander, S.A., New York Branch
45 E. 53rd St.
New York, NY 10022
Tel: 212-692-2598
[Email: CIBMOLoanClosing@santander.us](mailto:CIBMOLoanClosing@santander.us)
Attn: Gregory Sparapani/Brandon Velasquez

(c) Collateral Agent:

MUFG Union Bank, N.A.,
as Collateral Agent
1251 Avenue of the Americas
New York, New York 10020

¹ Note to Form: To be confirmed upon execution.

Attention: Institutional Agency Services
Tel: (415) 273-2512
Fax: (415) 273-2492
[Email: sfct@unionbank.com](mailto:sfct@unionbank.com)

With a copy to: amedeo.morreale@unionbank.com

(d) Depository Bank:

JPMorgan Chase Bank, N.A.
as Depository Bank
Escrow Services
575 Washington Blvd, 18th Fl
Jersey City, NJ 07310
Attention: Renfred Pico/Stephanie Geffrard
Tel: (212) 552-2708 / (646)-498-1486
Telecopy: (212) 552-2812
[Email: ec.escrow@jpmorgan.com](mailto:ec.escrow@jpmorgan.com)

Notices and other communications hereunder may be delivered or furnished by electronic communication (including email) pursuant to procedures approved by Administrative Agent, Collateral Agent, Depository Bank and Borrower. Each of Administrative Agent, Collateral Agent, Depository Bank and Borrower may agree to accept notices and other communications delivered or furnished to it hereunder by electronic communication pursuant to procedures approved by them, respectively, provided that approval of such procedures may be limited to particular notices or communications. Any such notices and other communications furnished by electronic communication shall be in the form of attachments in .pdf format.

Notices and communication delivered in person, sent by overnight delivery service or by international courier or mailed by first class, postage prepaid, registered or certified mail shall be effective when received by the addressee thereof during business hours on a business day in such Person's location as indicated by such Person's address in paragraphs (a) through (d) of this Section 5.02, or at such other address as is designated by such Person in a written notice to the other parties hereto. Unless Administrative Agent, Collateral Agent or Depository Bank otherwise prescribe, (i) notices and other communication delivered through electronic communications as provided in Section 5.02(e) shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement), and (ii) notices or communication posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice or other communication is not sent during normal business hours on a

business day for the recipient, it shall be deemed to have been sent at the opening of business on the next business day for the recipient).

amendments. No amendment, modification or waiver of any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by the Borrower, Administrative Agent, Collateral Agent and Depository Bank and, solely as among the Collateral Agent, the Administrative Agent and the Borrower, otherwise in accordance with the terms of the Credit Agreement. Each waiver granted hereunder, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. The Collateral Agent, the Administrative Agent and the Borrower agree not to amend or modify any provision of the Credit Agreement or the Equity Contribution Agreement which would impact the rights or obligations of the Depository Bank without the prior written consent of the Depository Bank.

Notwithstanding the foregoing, without the consent of any other Secured Party, the parties hereto may (but shall have no obligation to) amend or supplement this Agreement to: (a) cure any ambiguity, defect or inconsistency; (b) to make any change that would provide any additional rights or benefits to the Secured Parties or that does not adversely affect the legal rights hereunder of any Secured Party; (c) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Financing Documents or any release of Collateral that is otherwise permitted under the terms of this Agreement, the Credit Agreement and the other applicable Financing Documents; (d) to correct any typographical errors, drafting mistakes or other similar mistakes that do not modify the intended rights and obligations of the parties hereto ; or (e) to revise the account numbers for each of the Accounts as may be necessary to reflect the replacement of the Collateral Agent or the Depository Bank or as may be required by internal procedures of the Collateral Agent or the Depository Bank. Before executing any such amendment or supplement, the Collateral Agent and Depository Bank shall be entitled to receive and conclusively rely upon the written instructions of the Administrative Agent which shall include a statement that such amendment or supplement complies with this Section 5.03 and does not require the consent of any of the other Secured Parties.

benefit of Agreement; Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and each of the Secured Parties and their respective successors and permitted assigns, and nothing herein is intended, or shall be construed to give, any other Person any right, remedy or claim under, to or in respect of this Agreement. If any Agent resigns or is replaced pursuant to a Financing Document, its successor will be a party to this Agreement with all the rights, and subject to all the obligations, hereof, subject to the completion, to the Depository Bank's satisfaction, of the Depository Bank's know your customer and other reasonable onboarding processes that are customary to depository banks serving under depository agreements. The Administrative Agent, the Collateral Agent and the Borrower shall not otherwise assign this Agreement without the prior written consent of the Depository Bank, which shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Agreement shall be ineffective and void.

Third-Party Beneficiaries. Notwithstanding anything to the contrary, the obligations and covenants contained herein are made solely for the benefit of the parties hereto from time to time bound hereby and their successors and permitted assigns, and shall not be construed as having been intended to benefit any other third party not a party to this Agreement.

5.06 Counterparts; Integration; Effectiveness.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery shall be effective as delivery of a manually executed counterpart of this Agreement.

The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Entire Agreement. This Agreement and the provisions of other Financing Documents cross-referenced herein constitute the entire agreement and understanding of the parties hereto, and supersede any and all prior agreements and understandings, written or oral, of the parties hereto relating to the subject matter hereof.

Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Conflict with Other Agreements. In the event that in connection with the establishment of any of the Accounts with the Depository Bank, the Borrower shall enter into any agreement, instrument or other document with the Depository Bank which has terms that are in conflict with or inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

5.10 Governing Law; Jurisdiction; Etc.

- (a) Governing Law. This Agreement and the other Financing Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Financing Document (except, as to any other Financing Document, as expressly set forth herein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.
- (b) Submission to Jurisdiction. The Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, Collateral Agent, Depository Bank or any Related Party of the foregoing in any way relating to this Agreement or any other Financing Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Financing Document shall affect any right that the Administrative Agent, Collateral Agent or Depository Bank may otherwise have to bring any action or proceeding relating to this Agreement or any other Financing Document against the Borrower or any other Loan Party or any of their respective properties in the courts of any jurisdiction.
- (c) Waiver of Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Financing Document in any court referred to in paragraph (b) of this Section 5.10. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 5.02. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.
- (e) Rights of the Secured Parties. Nothing in this Section 5.10 shall limit the right of the Secured Parties to refer any claim against the Borrower to any court of competent jurisdiction outside of the State of New York, nor shall the taking of

proceedings by any Secured Party before the courts in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

(f) **WAIVER OF JURY TRIAL.** EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

- 1 **Termination.** Upon the Termination Date, this Agreement shall terminate and be of no further force and effect; provided that the obligations of the Borrower and Secured Parties and rights of the Depository Bank under Article IV (other than Section 4.01) shall survive the Termination Date. Borrower shall provide at least two (2) Business Days' prior written notice of the anticipated Termination Date to the Depository Bank.
- 2 **Reinstatement.** The obligations of the Borrower under this Agreement shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Borrower agrees that it will indemnify each Secured Party on demand for all reasonable and documented costs and expenses (including fees of counsel) incurred by such Secured Party in connection with such rescission or restoration, including any such reasonable and documented costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.
- 3 **Attorney-In-Fact.** For the purposes of allowing the Collateral Agent to exercise its rights and remedies upon the occurrence and continuation of an Event of Default, and to the extent permitted by Applicable Law, the Borrower irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, for the purpose of carrying out the terms of this Agreement, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of this Agreement.

ling Fees, Excise Taxes, Etc. The Borrower agrees to pay or to reimburse each Agent and the Depository Bank promptly on demand for any and all amounts in respect of all search, filing and recording fees, taxes, excise taxes, sales taxes and other similar imposts which may be payable or determined to be payable in respect of the execution, delivery, performance and enforcement of this Agreement and agrees to hold each such Agent and the Depository Bank harmless from and against any and all liabilities, costs, claims, expenses, penalties and interest with respect to or resulting from any delay in paying or omission to pay such taxes and fees (except to the extent that such liabilities, costs, claims, expenses, penalties and interest result from the gross negligence or willful misconduct of any such Agent or the Depository Bank as finally determined in a non-appealable judgment by a court of competent jurisdiction).

imitation on Liability. NO CLAIM SHALL BE MADE BY ANY PARTY HERETO, OR ANY OF SUCH PARTY'S AFFILIATES, DIRECTORS, EMPLOYEES, ATTORNEYS OR AGENTS AGAINST ANY OTHER PARTY HERETO OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, ATTORNEYS OR AGENTS FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFOR IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE OTHER FINANCING DOCUMENTS OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH; AND EACH PARTY HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR; **PROVIDED** THAT NOTHING CONTAINED IN THIS SENTENCE SHALL LIMIT THE BORROWER'S INDEMNIFICATION OBLIGATIONS TO THE EXTENT SUCH SPECIAL, INDIRECT, CONSEQUENTIAL AND PUNITIVE DAMAGES ARE INCLUDED IN ANY THIRD PARTY CLAIM IN CONNECTION WITH WHICH THE DEPOSITARY BANK, AN AGENT OR SECURED PARTY IS ENTITLED TO INDEMNIFICATION HEREUNDER.

munities of the Collateral Agent. Article VIII (The Agents) of the Credit Agreement (except for Section 8.12 of the Credit Agreement) is hereby incorporated, *mutatis mutandis*, into this Agreement.

ectronic Communication. When Depository Bank acts on any communication (including, but not limited to, communication with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission, Depository Bank, absent gross negligence or willful misconduct as finally determined in a non-appealable judgment by a court of competent jurisdiction, will not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). Depository Bank will not be liable for any losses, costs or expenses arising directly or indirectly from Depository Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are

inconsistent with a subsequent written instruction. The party providing such instructions, as the case may be, agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to Depository Bank, including without limitation the risk of Depository Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

5.18 **Intentionally Omitted.**

5.19 **Patriot Act.** In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the PATRIOT Act (“Relevant Law”), the Depository Bank is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Depository Bank. Accordingly, each of the parties agree to provide to the Depository Bank, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Depository Bank to comply with Relevant Law.

5.20 **Borrower Representations and Warranties.** The Borrower hereby makes the representations and warranties set forth in Sections 3.01, 3.02, 3.03, 3.05, 3.07, 3.08, 3.09 and 3.25 of the Credit Agreement to and for the benefit of the Depository Bank as if set forth fully herein.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or representatives as of the date first above written.

AVANGRID VINEYARD WIND, LLC, as Borrower

By:

Name:

Title:

[Signature Page to Avangrid Depositary Agreement (Vineyard Wind)]

BANCO SANTANDER, S.A., NEW YORK BRANCH, as Administrative Agent

By:
Name:
Title:

[Signature Page to Avangrid Depositary Agreement (Vineyard Wind)]

MUFG UNION BANK, N.A., as Collateral Agent

By:
Name:
Title:

[Signature Page to Avangrid Depositary Agreement (Vineyard Wind)]

JPMORGAN CHASE BANK, N.A., as Depositary Bank

By:

Name:

Title:

[Signature Page to Avangrid Depositary Agreement (Vineyard Wind)]

SCHEDULE I

ACCOUNT NAMES AND NUMBERS

ACCOUNT NAME	ACCOUNT NO.
Revenue Account	[]
Debt Service Reserve Account	[]
Interest Payment Account	[]
Principal Payment Account	[]
Insurance/Condemnation and Disposition Proceeds Account	[]
Distribution Account	[]
Prepayment Account	[]
Capacity Deficiency Reserve Account	[]
Multi-Purpose Payment Account	[]

Schedule I to Depositary Agreement

FEDERAL RESERVE SYSTEM WIRE INSTRUCTIONS

[]
Aba#: []
Credit: [insert account name]
A/c#: [insert account number]
Attn: []

Schedule II-A

BANCO SANTANDER, S.A., NEW YORK BRANCH

DESIGNATION OF AUTHORIZED OFFICERS

The undersigned, _____, being the duly elected, qualified and acting
of Banco Santander, S.A., New York Branch (“Administrative Agent”), does hereby
certify:

1. That each of the following representatives is at the date hereof an Authorized Officer, as such term is defined in the Depositary Agreement, dated _____, 20[], by and among Administrative Agent, Collateral Agent, Depositary Bank and Borrower (the “Agreement”), that the signature appearing opposite each Authorized Officer’s name is the true and genuine signature of such Authorized Officer, and that each Authorized Officer’s contact information is current and up-to-date at the date hereof. Each two of the Authorized Officers, acting jointly, are authorized to issue instructions, and each Authorized Officer is authorized to confirm funds transfer instructions by callback or email confirmation, all in accordance with the terms of the Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Officer other than the Authorized Officers who issued the instruction unless (a) only a single Authorized Officer is designated below or (b) the information set forth below changes and is not updated by Administrative Agent such that only the Authorized Officer who issued the instruction is available to receive a callback or email confirmation. Administrative Agent acknowledges that pursuant to this Schedule, Depositary Bank is offering an option for callback or email confirmation to a different Authorized Officer, and if Administrative Agent nevertheless names only a single Authorized Officer or fails to update Authorized Officer information, Administrative Agent agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed.]

NAME SIGNATURE TELEPHONE, CELL NUMBER
and EMAIL ADDRESS

(ph)
(cell)
(email)

(ph)
(cell)
(email)

(ph)
(cell)
(email)

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
 3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Officer and that each such Authorized Officer’s contact information is current and up-to-date at the date hereof.
-

Schedule II to Depositary Agreement

4. That pursuant to Administrative Agent's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Administrative Agent, and that the undersigned has so executed this Designation this ____ day of _____, 20[].

Signature:
Name:
Title:

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE II-A

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Agreement) of the Authorized Officer authorizing said funds transfer on behalf of such party.

Schedule II-B

MUFG UNION BANK, N.A.

DESIGNATION OF AUTHORIZED OFFICERS

The undersigned, _____, being the duly elected, qualified and acting
of MUFG Union Bank, N.A. (“Collateral Agent”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Officer, as such term is defined in the Depository Agreement, dated _____, 20[]], by and among Administrative Agent, Collateral Agent, Depository Bank and Borrower (the “Agreement”), that the signature appearing opposite each Authorized Officer’s name is the true and genuine signature of such Authorized Officer, and that each Authorized Officer’s contact information is current and up-to-date at the date hereof. Each of the Authorized Officers is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Officers, all in accordance with the terms of the Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Officer other than the Authorized Officer who issued the instruction unless (a) only a single Authorized Officer is designated below or (b) the information set forth below changes and is not updated by Collateral Agent such that only the Authorized Officer who issued the instruction is available to receive a callback or email confirmation. Collateral Agent acknowledges that pursuant to this Schedule, Depository Bank is offering an option for callback or email confirmation to a different Authorized Officer, and if Collateral Agent nevertheless names only a single Authorized Officer or fails to update Authorized Officer information, Collateral Agent agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed.]

NAME SIGNATURE TELEPHONE, CELL NUMBER
and EMAIL ADDRESS

(ph)
(cell)
(email)

(ph)
(cell)
(email)

(ph)
(cell)
(email)

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Officer and that each such Authorized Officer’s contact information is current and up-to-date at the date hereof.



Schedule II to Depositary Agreement

4. That pursuant to Collateral Agent's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Collateral Agent, and that the undersigned has so executed this Designation this ____ day of _____, 20[].

Signature:
Name:
Title:

FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS SCHEDULE II-B

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Agreement) of the Authorized Officer authorizing said funds transfer on behalf of such party.

Schedule II-C

[_____]

DESIGNATION OF AUTHORIZED OFFICERS

The undersigned, _____, being the duly elected, qualified and acting
of [_____] (“Borrower”), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Officer, as such term is defined in the Depository Agreement, dated _____, 20[___], by and among Administrative Agent, Collateral Agent, Depository Bank and Borrower (the “Agreement”), that the signature appearing opposite each Authorized Officer’s name is the true and genuine signature of such Authorized Officer, and that each Authorized Officer’s contact information is current and up-to-date at the date hereof. Each of the Authorized Officers is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Officers, all in accordance with the terms of the Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Officer other than the Authorized Officer who issued the instruction unless (a) only a single Authorized Officer is designated below or (b) the information set forth below changes and is not updated by Borrower such that only the Authorized Officer who issued the instruction is available to receive a callback or email confirmation. Borrower acknowledges that pursuant to this Schedule, Depository Bank is offering an option for callback or email confirmation to a different Authorized Officer, and if Borrower nevertheless names only a single Authorized Officer or fails to update Authorized Officer information, Borrower agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed.]

NAME SIGNATURE TELEPHONE, CELL NUMBER
and EMAIL ADDRESS

(ph)
(cell)
(email)

(ph)
(cell)
(email)

(ph)
(cell)
(email)

2. Email confirmation is only permitted to a corporate email address for purposes of this Schedule. Any personal email addresses provided will not be used for email confirmation.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Officer and that each such Authorized Officer’s contact information is current and up-to-date at the date hereof.



Schedule II to Depositary Agreement

4. That pursuant to Borrower's governing documents, as amended, the undersigned has the power and authority to execute this Designation on behalf of Borrower, and that the undersigned has so executed this Designation this ____ day of _____, 20[].

Signature:
Name:
Title:

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE II-C**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Agreement) of the Authorized Officer authorizing said funds transfer on behalf of such party.



SCHEDULE III

Schedule of Disclosures for Depository Bank Services

Schedule of Fees for Depository Bank Services

Taxes. Administrative Agent, Collateral Agent and Borrower (for purposes of this Schedule, collectively, the “Parties”) shall duly complete such tax documentation or other procedural formalities necessary for Depository Bank to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Depository Bank. Depository Bank shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act (“FATCA”), and shall remit such taxes to the appropriate authorities.

Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Depository Bank may ask for each Party’s name, address, date of birth (for natural persons), and/or other information and documents that will allow Depository Bank to identify such Party. Depository Bank may also request and obtain certain information from third party vendors regarding any Party. To fulfill Depository Bank’s “know your customer” responsibilities and in connection with its performance of this Agreement, Depository Bank may request information and/or documentation from each Party from time to time, including, without limitation, regarding such Party’s organization, business and, to the extent applicable, beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Depository Bank in a timely manner. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Depository Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Depository Bank promptly of any changes and, except as prohibited by applicable law, such Party agrees to provide complete responses to Depository Bank’s requests within the timeframes specified. If any Party fails to provide or consent to the provision of any information required by this paragraph, Depository Bank may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

OFAC Disclosure. Depository Bank is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Depository Bank is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Depository Bank is prohibited from doing business by any law or regulation applicable to Depository Bank, or in any case where compliance would, in Depository Bank’s opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Depository Bank does not execute a payment order or effect a transaction for such reasons, Depository Bank may take any action required by any law or regulation applicable to Depository Bank including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Foreign Exchange. If Depository Bank accepts a funds transfer instruction under this Agreement for payment in a currency (the “Non-Account Currency”) other than the currency of the account (the “Account Currency”), Depository Bank is authorized to enter into a foreign exchange transaction to sell to the Party or Parties the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Depository Bank receives a payment to the account in a Non-Account Currency, Depository Bank is authorized to purchase the Non-Account Currency from the Party or Parties, and to credit the purchase price to the account in lieu of the Non-Account Currency. The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by Depository Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which Depository Bank otherwise enters into foreign exchange transactions on the relevant date. Depository Bank may generate additional profit or loss in connection with Depository Bank’s execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) Depository Bank has full discretion to execute such foreign exchange transactions in such manner as Depository Bank determines in its sole discretion and (ii) Depository Bank may manage the associated risks of Depository Bank’s own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Parties. Any such foreign exchange transaction will be between Depository Bank and a Party or Parties as principals, and Depository Bank will not be acting as agent or fiduciary for the Parties.

Abandoned Property. Depository Bank is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as

abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Depository

Schedule III to Depository Agreement

Bank shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

Information. The Parties authorize Depository Bank to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Depository Bank's opinion, for the purpose of allowing Depository Bank to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Depository Bank; (iii) to a branch, affiliate, subsidiary, employee or agent of Depository Bank or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Accounts are maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Depository Bank and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Acknowledgment of Compensation and Multiple Roles. Depository Bank is authorized to act under this Agreement notwithstanding that Depository Bank or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Depository Bank pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Depository Bank may be providing depository or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of depository bank or related transactions are provided to Depository Bank. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

FDIC Disclosure. In the event Depository Bank becomes insolvent or enters into receivership, Depository Bank may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Depository Bank's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Depository Bank is authorized, for regulatory reporting and internal accounting purposes, to divide a demand deposit account maintained in the U.S. in which funds governed by this Agreement are held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Depository Bank's general ledger in accordance with U.S. law at no cost to the Parties. Depository Bank will record the internal accounts and any transfers between them on Depository Bank's books and records only. The internal accounts and any transfers between them will not affect funds held hereunder, any investment or disposition of such funds, use of demand deposit accounts or any other activities under this Agreement, except as described herein. Depository Bank will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Depository Bank has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

MMDA Disclosure and Agreement. If MMDA is the investment for the deposits as set forth above or anytime in the future, the Parties acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or

similar period. Depository Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Recordings. Each Party and Depository Bank consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Depository Bank on the other hand in connection with Depository Bank's security procedures.

Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Depository Bank in Depository Bank's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

**SCHEDULE IV
STANDING INSTRUCTIONS**

Administrative Agent:		Collateral Agent:	
Bank Name:		Bank Name:	
Bank Address:		Bank Address:	
ABA number:		ABA number:	
Credit A/C Name:		Credit A/C Name:	
Credit A/C #		Credit A/C #	
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	
FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

<p>Borrower: Bank Name: Bank Address: ABA number: Credit A/C Name: Credit A/C # If Applicable: FFC A/C Name:</p>
FFC A/C #:
FFC A/C Address:



Schedule IV to Depository Agreement

EXHIBIT A
to Depository Agreement

FORM OF ACCOUNTS WITHDRAWAL CERTIFICATE

Date of this Accounts Withdrawal Certificate: []¹

JPMorgan Chase Bank, N.A.
as Depository Bank
Escrow Services
575 Washington Blvd, 18th Fl
Jersey City, NJ 07310
Attention: Renfred Pico/ Stephanie Geffrard
Telephone: (212) 552-2708 / (646)-498-1486
Telecopy: (212) 552-2812
[Email: ec.escrow@jpmorgan.com](mailto:ec.escrow@jpmorgan.com)

With copies to:

[Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel
[Email: Benjamin.Lackey@avangrid.com](mailto:Benjamin.Lackey@avangrid.com)]²

Banco Santander, S.A., New York Branch
as Administrative Agent
45 E. 53rd Street
New York, NY 10022
[Email: PortfolioManagementGDF@santander.us](mailto:PortfolioManagementGDF@santander.us)

With a copy to:

Banco Santander, S.A., New York Branch
45 E. 53rd Street
New York, NY 10022
Tel: 212-692-2598

¹ Note to Form: Accounts Withdrawal Certificate to be delivered no later than 11:00 am (New York City time), at least three (3) Business Days (but no more than ten (10) Business Days) prior to the Proposed Transfer Date (unless such transfer relates to a transfer from the Debt Service Reserve Account pursuant to Section 3.03(b)(ii) of the Depository Agreement and the Borrower has not delivered an Accounts Withdrawal Certificate by 1:00 p.m. on the Business Day on which such amounts were due and not paid; in which case the Collateral Agent (acting at the direction of the Administrative Agent) shall be entitled to deliver this Accounts Withdrawal Certificate).

² Note to Form: Only to include if Collateral Agent is delivering the Accounts Withdrawal Certificate pursuant to Section 3.03(b)(ii)(A) of the Depository Agreement.

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Email: CIBMOLoanClosing@santander.us

Attention: Gregory Sparapani/Brandon Velasquez

MUFG Union Bank, N.A.
as Collateral Agent
1251 Avenue of the Americas
New York, NY 10020
Attention: Institutional Agency Services
Telephone: (415) 273-2512
Facsimile: (415) 273-2492
Email: sfct@unionbank.com

With a copy to: amedo.morreale@unionbank.com

RE: AVANGRID VINEYARD WIND, LLC

Ladies and Gentlemen:

1. This Accounts Withdrawal Certificate is delivered to you pursuant to Section 3.03 of that certain Depository Agreement dated as of [] (as amended, modified or supplemented from time to time, the "Depository Agreement"), among Avangrid Vineyard Wind, LLC a Delaware limited liability company (the "Borrower"), Banco Santander, S.A., New York Branch, in its capacity as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), MUFG Union Bank, N.A., in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent"), and JPMorgan Chase Bank, N.A., in its capacity as depositary bank (in such capacity, together with its successors in such capacity, the "Depository Bank"). All capitalized terms used herein shall have the respective meanings specified in the Depository Agreement unless otherwise defined herein or unless the context requires otherwise.

2. This Accounts Withdrawal Certificate is being delivered in connection with a proposed withdrawal and/or transfer under the Depository Agreement on [*INSERT DATE AT LEAST 3 BUSINESS DAYS (BUT NO MORE THAN 10 BUSINESS DAYS) AFTER THE DATE OF CERTIFICATE*] (the "Proposed Transfer Date").

3. With respect to the information in this Accounts Withdrawal Certificate, the Borrower has made such examination or investigation as was reasonably necessary to enable the Borrower to express an informed opinion as to the accuracy of such information.

4. Revenue Account Transfers

4.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex A be transferred from the Revenue Account to the applicable account or Person set forth on column 2 of Annex A in connection with a proposed withdrawal and/or transfer under the Depository Agreement on the Proposed Transfer Date (each such transfer, a "Revenue Account Transfer").

Exhibit A to Depository Agreement

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4.2 [The aggregate amount to be transferred from the Revenue Account to the Persons or accounts described in column 2 of Annex A or the Permitted Local Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(A) of the Depositary Agreement is \$[], which amount, together with the amounts then on deposit in the Permitted Local Account, equals the sum (to the extent that such amounts have not been subject of a previously submitted Accounts Withdrawal Certificate) (without duplication) of (1) the aggregate amount payable by the Borrower for Borrower Operating and Maintenance Expenses due and payable (including Borrower Operating and Maintenance Expenses owing from a prior month), plus (2) the Borrower's good faith estimate of the aggregate Borrower Operating and Maintenance Expenses reasonably anticipated to become due and payable by the Borrower within the 30 day period following the Transfer Date applicable to this Accounts Withdrawal Certificate.]³

4.3 [The aggregate amount to be transferred from the Revenue Account, ratably to each Agent, Depository Bank, Issuing Lender, Lender or Permitted Swap Counterparty entitled thereto, on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(B) of the Depositary Agreement is \$[], which amount is equal to the amount of all fees (other than Letter of Credit Fees and LC Issuing Fees), costs, indemnities and expenses due and payable to the Agents (in their capacities as Agents), the Depository Bank, the Issuing Lenders, the Lenders and the Permitted Swap Counterparties under the Financing Documents. The amounts to be transferred to each Agent, Depository Bank, Issuing Lender, Lender and Permitted Swap Counterparty are specified on Annex A attached hereto.]⁴

4.4 [The amount to be transferred from the Revenue Account to the Interest Payment Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(C)(1) of the Depositary Agreement is \$[], which amount, together with the amounts then on deposit in the Interest Payment Account, is equal to the sum (without duplication) of the amount of interest on the Loans, the interest portion of any Reimbursement Obligations, Letter of Credit Fees and LC Issuing Fees, respectively, then due and payable or to be paid to the Issuing Lender or Lenders (as applicable) prior to the next Transfer Date.]⁵

4.5 [The amount to be transferred from the Revenue Account to each Permitted Swap Counterparty entitled thereto on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(C)(2) of the Depositary Agreement is \$[], which amount is equal to any ordinary course settlement payments pursuant to a Permitted Swap Agreement (but excluding any termination payments) then due and payable or to

³ Note to Form: To be included on each Transfer Date.

⁴ Note to Form: To be included on each Transfer Date.

⁵ Note to Form: To be included on each Transfer Date.

be paid to the applicable Permitted Swap Counterparty prior to the next Transfer Date.]⁶

4.6 [The amount to be transferred from the Revenue Account to the Principal Payment Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(D)(1) of the Depositary Agreement is \$[___], which amount, together with the amounts then on deposit in the Principal Payment Account, equals the sum (without duplication) of the scheduled amount of principal of the Term Loans on the Proposed Transfer Date respectively, then due and payable or to be paid to the Term Loan Lenders prior to the next Transfer Date.]⁷

4.7 [The amount to be transferred from the Revenue Account to each Permitted Swap Counterparty entitled thereto on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(D)(2) of the Depositary Agreement is \$[___], which amount is equal to any termination payments pursuant to a Permitted Swap Agreement then due and payable or to be paid to the applicable Permitted Swap Counterparty prior to the next Transfer Date.]⁸

4.8 The amount to be transferred from the Revenue Account to the Administrative Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(E) of the Depositary Agreement is \$[___], which amount is equal to any outstanding principal portion of any Reimbursement Obligations and any outstanding principal owing on any Letter of Credit Loan (in each case, regardless of whether or not matured) to be paid to the applicable Issuing Lenders and Letter of Credit Lenders.

4.9 Reserved.

4.10 [The amount to be transferred from the Revenue Account to the Debt Service Reserve Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(F) of the Depositary Agreement is \$[___], which amount, together with the amounts then on deposit (or deemed to be on deposit pursuant to Section 3.02(b)(ii) of the Depositary Agreement) in the Debt Service Reserve Account) is equal to the then-applicable Debt Service Required Amount.]⁹

4.11 [The amount to be transferred from the Revenue Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(G) of the Depositary Agreement is \$[]], which amount is equal to the shortfall between mandatory prepayments actually made in accordance with Section 2.09(b)(viii) of the Construction Credit Agreement and Section 2.09(b)(vii) of the Credit Agreement and the amount that would need to be prepaid in order to cause

⁶ Note to Form: To be included on each Transfer Date.

⁷ Note to Form: To be included on each Transfer Date.

⁸ Note to Form: To be included on each Transfer Date.

⁹ Note to Form: To be included on each Quarterly Date.

compliance with the Debt Sizing Criteria as determined in accordance with Section 5.20 of the Construction Credit Agreement and Section 5.21 of the Credit Agreement.]¹⁰

4.12 [The amount to be transferred from the Revenue Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(H) of the Depositary Agreement is \$[], which amount is equal to the shortfall between mandatory prepayments actually made in accordance with Section 2.09(b)(x) of the Construction Credit Agreement and Section 2.09(b)(x) of the Credit Agreement and the amount that would need to be prepaid in order to cause compliance with the Debt Sizing Criteria as determined in accordance with Section 5.26 of the Construction Credit Agreement and Section 5.27 of the Credit Agreement.]¹¹

4.13 [The amount to be transferred from the Revenue Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(I) of the Depositary Agreement is \$[], which amount is equal to the shortfall between mandatory prepayments actually made in accordance with Section 2.09(b)(iii) of the Credit Agreement and the amount that would need to be prepaid in order to cause compliance with the Debt Sizing Criteria as determined in accordance with Section 5.15 of the Credit Agreement.]¹²

4.14 [The amount to be transferred from the Revenue Account to the Principal Payment Account, at the election of the Borrower, on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(J) of the Depositary Agreement is \$[] and to the Interest Payment Account, at the election of the Borrower, on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(J) of the Depositary Agreement is \$[], which amounts are to be applied towards voluntary prepayment of the Loans in accordance with Section 2.09(a) of the Credit Agreement, together with accrued interest thereon and is to include any amount required by Section 2.14 of the Credit Agreement (if applicable).]¹³

¹⁰ Note to Form: To be included solely to the extent that there exists as of the Quarterly Date any shortfall between mandatory prepayments actually made in accordance with Section 2.09(b)(viii) of the Construction Credit Agreement and Section 2.09(b)(viii) of the Credit Agreement and the amount that would need to be prepaid in order to cause compliance with the Debt Sizing Criteria as determined in accordance with Section 5.20 of the Construction Credit Agreement and Section 5.21 of the Credit Agreement.

¹¹ Note to Form: To be included solely to the extent that there exists as of the Quarterly Date any shortfall between mandatory prepayments actually made in accordance with Section 2.09(b)(x) of the Construction Credit Agreement and Section 2.09(b)(x) of the Credit Agreement and the amount that would need to be prepaid in order to cause compliance with the Debt Sizing Criteria as determined in accordance with Section 5.26 of the Construction Credit Agreement and Section 5.27 of the Credit Agreement.

¹² Note to Form: To be included solely to the extent that there exists as of the Quarterly Date any shortfall between mandatory prepayments actually made in accordance with Section 2.09(b)(iii) of the Credit Agreement and the amount that would need to be prepaid in order to cause compliance with the Debt Sizing Criteria as determined in accordance with Section 5.15 of the Credit Agreement.

¹³ Note to Form: To be included at the election of the Borrower on each Quarterly Date.

- 4.15 [The amount to be transferred from the Revenue Account to the Distribution Account, at the election of the Borrower, on the Proposed Transfer Date pursuant to Section 3.03(a)(i)(K) of the Depositary Agreement is \$[___], which amount is an amount up to the funds that remain on deposit in the Revenue Account after making the transfers described in 4.2 through 4.14 on the Quarterly Date that is the Proposed Transfer Date.]¹⁴
- 4.16 [The amount to be transferred from the Revenue Account to the [the Administrative Agent, ratably for the account of the Issuing Lenders, Lenders, Agents, Depositary Bank and Permitted Swap Counterparties entitled thereto] pursuant to Section 3.05 of the Depositary Agreement is \$[___], which amount is equal to [all][a portion of all] payments of Debt Service or other amounts due in respect of the Obligations then due and payable as of the Proposed Transfer Date after applying the funds deposited in the Interest Payment Account and Principal Payment Account in accordance with the Depositary Agreement. The amounts to be transferred to each Agent, Depositary Bank, Issuing Lender, Lender and Permitted Swap Counterparty are specified on Annex A attached hereto.]¹⁵
5. Debt Service Reserve Account Transfers
- 5.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex B be transferred from the Debt Service Reserve Account to the applicable account or Person set forth on column 2 of Annex B in connection with a proposed withdrawal and/or transfer under the Depositary Agreement on the Proposed Transfer Date (each such transfer, a “Debt Service Reserve Account Transfer”).
- 5.2 [The amount to be transferred from the Debt Service Reserve Account to the Administrative Agent, for the account of [the Issuing Lenders] [the Lenders] [the Permitted Swap Counterparties]], as applicable], on the Proposed Transfer Date pursuant to Section 3.03(b)(ii) of the Depositary Agreement is \$[___], which amount is equal to the Debt Payment Deficiency (or, if less, the aggregate amount of funds currently on deposit in or credited to the Debt Service Reserve Account) for applicable, *first*, to that portion of the Debt Payment Deficiency that is due and payable for the purposes specified in Section 3.03(a)(i)(C) of the Depositary Agreement, and *second*, to that portion of the Debt Payment Deficiency that is due and payable for the purposes specified in Section 3.03(a)(i)(D) of the Depositary Agreement, in each case, in accordance with the Financing Documents.]¹⁶

¹⁴ Note to Form: To be included at the election of the Borrower on each Quarterly Date.

¹⁵ Note to Form: To be included on any Quarterly Date if there are insufficient funds under Section 3.05 of the Depositary Agreement.

¹⁶ Note to Form: To be included if on any Quarterly Date, the monies on deposit in the Revenue Account (taking into consideration the application of funds pursuant to Section 3.03(a)(i)(A) and 3.03(a)(i)(B) of the Depositary Agreement), Interest Payment Account and Principal Payment Account are not adequate to pay amounts that are due and payable to the Issuing Lenders, the Lenders or the Permitted Swap Counterparties pursuant to Sections 3.03(a)(i)(C) and 3.03(a)(i)(D) of the Depositary Agreement on such Quarterly Date, to the extent that amounts

- 5.3 [The amount to be transferred from the Debt Service Reserve Account to [the Revenue Account][the account party of an Acceptable Letter of Credit, to the extent of any Excess Reserve Amount with respect to such Acceptable Letter of Credit][the Acceptable Guarantor, to the extent of any Excess Reserve Amount with respect to such Acceptable Guaranty][to the Persons or accounts described in column 2 of Annex B] on the Proposed Transfer Date pursuant to Section 3.03(b)(iii) of the Depositary Agreement is \$[], which amount is equal to any funds in the Debt Service Reserve Account (or deemed to be on deposit pursuant to Section 3.02(b)(ii) of the Depositary Agreement) in excess of the Debt Service Reserve Required Amount.]¹⁷
- 5.4 [The amount to be transferred from the Debt Service Reserve Account to [the Revenue Account][the account party of an Acceptable Letter of Credit, to the extent that an Acceptable Letter of Credit is provided][the Acceptable Guarantor, to the extent that an Acceptable Guaranty is provided] on the Proposed Transfer Date pursuant to Section 3.03(b)(iv) of the Depositary Agreement is \$[], which amount is equal to [the stated amount of one or more Acceptable Letters of Credit provided in connection with the transfer under this 5.4] [the liability limit of an Acceptable Guaranty provided in connection with the transfer under this 5.4].]¹⁸
- 5.5 [The amount to be transferred from the Debt Service Reserve Account to [the Administrative Agent, ratably for the account of the Issuing Lenders, Lenders, Agents, Depositary Bank and Permitted Swap Counterparties entitled thereto] on the Proposed Transfer Date pursuant to Section 3.05 of the Depositary Agreement is \$[]], which amount is equal to [all][a portion of all] payments of Debt Service or other amounts due in respect of the Obligations then due and payable as of the Proposed Transfer Date less any amounts drawn on any applicable Acceptable Letters of Credit (as provided in Section 3.03(b)(ii) of the Depositary Agreement) and after applying the funds deposited in (i) the Interest Payment Account, (ii) the Principal Payment Account, (iii) the Revenue Account and (iv) the Distribution Account, each in accordance with the Depositary Agreement. The transferred pursuant to Section 3.05 of the Depositary Agreement are not sufficient to address such Debt Payment Deficiency.

¹⁷ Note to Form: To be included if at any time the amount on deposit in the Debt Service Reserve Account (or deemed to be on deposit pursuant to Section 3.02(b)(ii) of the Depositary Agreement) exceeds the Debt Service Reserve Required Amount at such time. In the case of such a transfer, this certificate is to be countersigned by Administrative Agent.

¹⁸ Note to Form: To be included if the Borrower has provided one or more Acceptable Letters of Credit in a stated amount equal to the amount of funds to be released from the Debt Service Reserve Account or an Acceptable Guaranty with a liability limit equal to the amount of funds to be released from the Debt Service Reserve Account. In the case of such a transfer, this certificate is to be countersigned by Administrative Agent.

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amounts to be transferred to each Agent, Depository Bank, Issuing Lender, Lender and Permitted Swap Counterparty are specified on Annex B attached hereto.]¹⁹

6. [Interest Payment Account Transfers

6.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex C be transferred from the Interest Payment Account to the applicable account or Person set forth on column 2 of Annex C in connection with a proposed withdrawal and/or transfer under the Depository Agreement on the Proposed Transfer Date (each such transfer, an “Interest Payment Account Transfer”).

6.2 The amount to be transferred from the Interest Payment Account to the Administrative Agent, ratably for the account of the Issuing Lenders and Lenders entitled thereto, respectively, pursuant to Section 3.03(c) of the Depository Agreement, is \$[], which amount is equal to the amount of interest on the Loans, the interest portion of any Reimbursement Obligations, Letter of Credit Fees and LC Issuing Fees to be paid to such Person[s] on the Proposed Transfer Date.

7. [Principal Payment Account Transfers

7.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex D be transferred from the Principal Payment Account to the applicable account or Person set forth on column 2 of Annex D in connection with a proposed withdrawal and/or transfer under the Depository Agreement on the Proposed Transfer Date (each such transfer, a “Principal Payment Account Transfer”).

7.2 The amount to be transferred from the Principal Payment Account to the Administrative Agent, ratably for the account of the Term Loan Lenders, on the Proposed Transfer Date pursuant to Section 3.03(d) of the Depository Agreement, is \$[], which amount is equal to the amount of principal of the Term Loans to be paid to such Person[s] on the Proposed Transfer Date.

8. [Distribution Account Transfers

8.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex E be transferred from the Distribution Account to the applicable account or Person set forth on column 2 of Annex E in connection with a proposed withdrawal and/or transfer under the Depository Agreement on the Proposed Transfer Date (each such transfer, a “Restricted Payments Transfer”).

8.2 Reserved

8.3 [[The amount to be transferred from the Distribution Account to the accounts and/or Person[s] set forth on column 2 of Annex E on the Proposed Transfer Date pursuant

¹⁹ Note to Form: To be included on any Quarterly Date if there are insufficient funds under Section 3.05 of the Depository Agreement.

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to Section 3.03(f)(i)(B) of the Depositary Agreement is \$[___], which amount is equal to all [or a portion of all] outstanding “Shortfall Loans” (as defined in [the Construction Pledgor LLC Agreement][the Sponsor Partner LLC Agreement]) incurred by the Borrower.

8.4 [The amount to be transferred from the Distribution Account to the accounts and/or Person[s] set forth on column 2 of Annex E on the Proposed Transfer Date pursuant to Section 3.03(f)(i)(C) of the Depositary Agreement is \$[___], which amount is equal to all outstanding amounts due and owing by the Borrower under Section 10.1 of the Construction Pledgor LLC Agreement or Section 10.1 of the Sponsor Partner LLC Agreement.

8.5 The amount to be transferred from the Distribution Account to the Pledgor or to the accounts and/or Person[s] set forth on column 2 of Annex E on the Proposed Transfer Date pursuant to Section 3.03(f)(i)(D) of the Depositary Agreement is \$[___], which amount is equal to any funds remaining in the Distribution Account.²⁰

8.6 [The amount to be transferred from the Distribution Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(f)(ii) of the Depositary Agreement is \$[___], which amount is equal to the funds on deposit in the Distribution Account that have been ineligible for transfer pursuant to Section 3.03(f)(i) of the Depositary Agreement on each of six or more consecutive Quarterly Dates because of a failure to satisfy any of the Distribution Conditions to the making of a Restricted Payment set forth in Section 6.07(a) of the Credit Agreement and such transferred amounts shall be applied to prepayment of the Loans as set forth in Section 2.09(b)(i) of the Credit Agreement.]

8.7 [The amount to be transferred from the Distribution Account to [the Administrative Agent, ratably for the account of the Issuing Lenders, Lenders, Agents, Depositary Bank and Permitted Swap Counterparties entitled thereto] on the Proposed Transfer Date pursuant to Section 3.05 of the Depositary Agreement is \$[___], which amount is equal to [all][a portion of all] payments of Debt Service or other amounts due in respect of the Obligations then due and payable as of the Proposed Transfer Date after applying the funds deposited in (i) the Interest Payment Account, (ii) the Principal Payment Account and (iii) the Revenue Account, each in accordance with the Depositary Agreement. The amounts to be transferred to each Agent, Depositary Bank, Issuing Lender, Lender and Permitted Swap Counterparty are specified on Annex E attached hereto.]²¹

²⁰ Note to Form: To be included if as of the Proposed Transfer Date each of the applicable Distribution Conditions to the making of a Restricted Payment set forth in Section 6.07(a) of the Credit Agreement is satisfied.

²¹ Note to Form: To be included on any Quarterly Date if there are insufficient funds under Section 3.05 of the Depositary Agreement.

9. Prepayment Account Transfers

9.1 Pursuant to Section 3.03(g) of the Depositary Agreement, the Borrower hereby instructs the Depositary Bank to transfer the amounts set forth in column 1 of Annex F from the Prepayment Account for the prepayment of the Loans in the manner and to the extent set forth in clause [] of Section 2.09(b) of the Credit Agreement, which amount is equal to \$[].

10. Capacity Deficiency Reserve Account Transfers

10.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex G be transferred from the Capacity Deficiency Reserve Account to the applicable account or Person set forth on column 2 of Annex G in connection with a proposed withdrawal and/or transfer under the Depositary Agreement on the Proposed Transfer Date (each such transfer, a “Capacity Deficiency Reserve Account Transfer”).

10.2 The aggregate amount to be transferred from the Capacity Deficiency Reserve Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(h)(ii)(A) of the Depositary Agreement is \$[], which amount is equal to the Capacity Deficiency Prepayment Amount (if any).

10.3 The aggregate amount to be transferred from the Capacity Deficiency Reserve Account to the Pledgor or to the accounts and/or Person[s] set forth on column 2 of Annex G on the Proposed Transfer Date pursuant to Section 3.03(h)(ii)(B) of the Depositary Agreement is \$[], which amount is equal to any funds remaining in the Capacity Deficiency Reserve Account after making the transfer contemplated in 10.2, so long as the conditions set forth in Section 5.15 of the Credit Agreement are satisfied.]²²

10.4 [The amount to be transferred from the Capacity Deficiency Reserve Account to [the Revenue Account][the account party of an Acceptable Letter of Credit, to the extent that an Acceptable Letter of Credit is provided][the Acceptable Guarantor, to the extent that an Acceptable Guaranty is provided] on the Proposed Transfer Date pursuant to Section 3.03(h)(iii) of the Depositary Agreement is \$[], which amount is equal to [the stated amount of one or more Acceptable Letters of Credit provided in connection with the transfer under this 10.4] [the liability limit of an Acceptable Guaranty provided in connection with the transfer under this 10.4].]²³

²² Note to Form: To be included on the Outside Deficiency Prepayment Date.

²³ Note to Form: To be included if the Borrower has provided one or more Acceptable Letters of Credit in a stated amount equal to the amount of funds to be released from the Capacity Deficiency Reserve Account or an Acceptable Guaranty with a liability limit equal to the to the amount of funds to be released from the Capacity

11. Multi-Purpose Payment Account Transfers

- 11.1 The Borrower hereby requests that the amounts set forth in column 1 of Annex H be transferred from the Multi-Purpose Payment Account to the applicable account or Person set forth on column 2 of Annex H in connection with a proposed withdrawal and/or transfer under the Depositary Agreement on the Proposed Transfer Date (each such transfer, a “Multi-Purpose Payment Account Transfer”).
- 11.2 [The aggregate amount to be transferred from the Multi-Purpose Payment Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(i)(i)(A) of the Depositary Agreement is \$[], which amount is the amount required for the prepayment of the Loans to the extent and in the manner set forth in Section 5.21 of the Credit Agreement.
- 11.3 The amount to be transferred from the Multi-Purpose Payment Account to (i) the Pledgor or to the accounts and/or Person[s] set forth on column 2 of Annex H (if no Default or Event of Default has occurred and is continuing) or (ii) the Revenue Account (if a Default and/or Event of Default has occurred and is continuing) on the Proposed Transfer Date pursuant to Section 3.03(i)(i)(B) of the Depositary Agreement is \$[], which amount is equal to any funds remaining in the Multi-Purpose Payment Account in respect of the Build-Out Amount after the transfers contemplated in 11.2 above.]²⁴
- 11.4 [The amount to be transferred from the Multi-Purpose Payment Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(i)(ii)(A) of the Depositary Agreement is \$[], which amount is equal to the amount required for the prepayment of the Loans, to the extent and in the manner set forth in Section 5.27 of the Credit Agreement.
- 11.5 The amount to be transferred from the Multi-Purpose Payment Account to (i) the Pledgor or to the accounts and/or Person[s] set forth on column 2 of Annex H (if no Default or Event of Default has occurred and is continuing) or (ii) the Revenue Account (if a Default and/or Event of Default has occurred and is continuing) on the Proposed Transfer Date pursuant to Section 3.03(i)(ii)(B) of the Depositary Agreement is \$[], which amount is equal to any funds remaining in the Multi-Purpose Payment Account in respect of payments received by Borrower as distributions from Project Company of payments from Turbine Supplier as compensation for the turbines failing to be certified at a 13.6 MW level (for power mode) or in respect of the election to utilize “Fall-Back WTGs” (as defined in the TSA) or otherwise following receipt by Project Company of a Wind Turbine Type Certificate for the Primary WTGs that does not align with the assumptions for the

Deficiency Reserve Account. In the case of such a transfer, this certificate is to be countersigned by Administrative Agent.

²⁴ Note to Form: To be included on the Build-Out Prepayment Date.

Primary WTGs set forth in the Base Case Projections after the transfers contemplated in 11.4 above.]²⁵

12. Certifications. THE BORROWER, HEREBY CERTIFIES FOR THE BENEFIT OF EACH SECURED PARTY THAT, as of the date hereof:

- 12.1 The Borrower is entitled, pursuant to the terms of Article III of the Depositary Agreement, to request each transfer requested herein in the amount and at the times set out in this Accounts Withdrawal Certificate;
- 12.2 Each withdrawal and transfer requested herein is for an amount required for, and shall solely be used for, the purpose set forth herein and in Annexes [A, B, C, D, E, F, G AND H], attached hereto in accordance with the Depositary Agreement and the other Financing Documents [;]; and][.]
- 12.3 The Borrower is in compliance with the conditions and requirements set out in the Depositary Agreement and all other applicable Financing Documents in connection with each transfer requested herein.]
- 12.4 [As of this Proposed Transfer Date, the Excess Reserve Amount is equal to \$[] [and the source of the original funds to be released as such Excess Reserve Amount is []].]²⁶
- 12.5 [As of the [preceding Quarterly Date and]²⁷ as of the Proposed Transfer Date, each of the applicable Distribution Conditions to the making of a Restricted Payment set forth in Section 6.07(a) of the Credit Agreement have been satisfied.]²⁸

[SIGNATURE PAGE FOLLOWS]

²⁵ Note to Form: To be included receipt of payments by Borrower as distributions from Project Company of payments from Turbine Supplier in respect of compensation for the turbines failing to be certified at a 13.6 MW level (for power mode) or in respect of the election to utilize "Fall-Back WTGs" (as defined in the TSA) or otherwise following receipt by Project Company of a Wind Turbine Type Certificate for the Primary WTGs that does not align with the assumptions for the Primary WTGs set forth in the Base Case Projections and the calculation and approval of the Type Certificate Prepayment Amount in accordance with Section 5.27 of the Credit Agreement.

²⁶ Note to Form: To be included for proposed transfers under Section 3.03(b)(iii)(A) of the Depositary Agreement.

²⁷ Note to Form: To include if the withdrawal date is not on a Quarterly Date.

²⁸ Note to Form: To be included for proposed transfers under Section 3.03(f)(i) of the Depositary Agreement.

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IN WITNESS WHEREOF, the undersigned party has executed this Accounts Withdrawal Certificate as of the date hereof.

[AVANGRID VINEYARD WIND, LLC

By:
Name:
Title:

By:
Name:
Title:]

[MUFG UNION BANK, N.A., as Collateral Agent

By:
Name:
Title:]²⁹

**[BANCO SANTANDER, S.A., NEW YORK
BRANCH,
as Administrative Agent**

By:
Name:
Title:]³⁰

²⁹ Note to Form: To be signed if delivered by the Collateral Agent pursuant to the Section 3.03(b)(ii)(A)(ii) of the Depository Agreement.

³⁰ Note to Form: To be countersigned by Administrative Agent pursuant to Section 3.03(b)(iii), 3.03(b)(iv) or Section 3.03(h)(iii) of the Depository Agreement.

Annex A to
Accounts Withdrawal Certificate

Withdrawals from the Revenue Account
(to be made in the order of priority below (except if pursuant to Section 3.05 of the Depositary Agreement))

1. Amount to be withdrawn/ transferred from Revenue Account	2. Person or Account to be Transferred to ³¹	3. Purpose	4. Payment Instructions
\$	[[specify Person[s] and/or account[s]][Permitted Local Account]] ³²		
\$	[[Collateral Agent] [Administrative Agent] [Depositary Bank] [Issuing Lender] [Lender] [Permitted Swap Counterparty]] ³³		<i>To specify amounts.</i>
\$	[[Interest Payment Account][Permitted Swap Counterparty]] ³⁴		
\$	[[Principal Payment Account][Permitted Swap Counterparty]] ³⁵		
\$	[Administrative Agent] ³⁶		

³¹ Note to Form: Include only those transfers pursuant to part 4 above.
³² Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(A) of the Depositary Agreement.
³³ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(B) of the Depositary Agreement.
³⁴ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(C) of the Depositary Agreement.
³⁵ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(D) of the Depositary Agreement.
³⁶ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(E) of the Depositary Agreement.

\$	[Debt Service Reserve Account] ³⁷		
\$	[Prepayment Account] ³⁸		
\$	[Prepayment Account] ³⁹		
\$	[Prepayment Account] ⁴⁰		
\$	[[Principal Payment Account] [Interest Payment Account]] ⁴¹		
\$	[Distribution Account] ⁴²		
\$	[the Administrative Agent, ratably for the account of the Issuing Lenders, Lenders, Agents, Depository Bank and Permitted Swap Counterparties entitled thereto] ⁴³		<i>To specify amounts.</i>

³⁷ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(F) of the Depository Agreement.

³⁸ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(G) of the Depository Agreement.

³⁹ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(H) of the Depository Agreement.

⁴⁰ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(I) of the Depository Agreement.

⁴¹ Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(J) of the Depository Agreement.

⁴² Note to Form: Applicable for transfers pursuant to Section 3.03(a)(i)(K) of the Depository Agreement.

⁴³ Note to Form: Applicable for transfers pursuant to Section 3.05 of the Depository Agreement.

Annex B to
Accounts Withdrawal Certificate

Withdrawals from the Debt Service Reserve Account

1. Amount to be withdrawn/ transferred from the Debt Service Reserve Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[Administrative Agent, for the account of [Issuing Lenders][the Lenders] [Permitted Swap Counterparties]] ²		<i>To specify amounts.</i>
\$	[[Revenue Account][account party of an Acceptable Letter of Credit] [Acceptable Guarantor]] ³		
\$	[the Administrative Agent, ratably for the account of the Issuing Lenders, Lenders, Agents, Depository Bank and Permitted Swap Counterparties entitled thereto] ⁴		<i>To specify amounts.</i>

¹ Note to Form: Include only those transfers pursuant to part 5 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(b)(ii)(A) of the Depository Agreement.

³ Note to Form: Applicable for transfers pursuant to Section 3.03(b)(iii)(A) or Section 3.03(b)(iv) of the Depository Agreement.

⁴ Note to Form: Applicable for transfers pursuant to Section 3.05 of the Depository Agreement.

Exhibit A to Depository Agreement

A-16

(VINEYARD WIND)

Annex C to Accounts Withdrawal Certificate

Withdrawals from the Interest Payment Account

1. Amount to be withdrawn/ transferred from the Interest Payment Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[Administrative Agent, [ratably] for the account of [the Issuing Lenders] [the Letter of Credit Lenders][the Lenders]] ²		<i>To specify amounts.</i>

¹ Note to Form: Include only those transfers pursuant to part 6 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(c) of the Depository Agreement.

Annex D to Accounts Withdrawal Certificate

Withdrawals from the Principal Payment Account

1. Amount to be withdrawn/transferred from the Principal Payment Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[Administrative Agent, ratably for the account of the Term Loan Lenders] ²		<i>To specify amounts.</i>

¹ Note to Form: Include only those transfers pursuant to part 7 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(d) of the Depositary Agreement.

Annex E to Accounts Withdrawal Certificate

Withdrawals from the Distribution Account

(to be made in the order of priority below (except if pursuant to Section 3.05 of the Depositary Agreement))

1. Amount to be withdrawn/ transferred from the Distribution Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[specify Person or account] ²		
\$	[specify Person or account] ³		
\$	[[Pledgor][specify Person or account]] ⁴		
\$	[Prepayment Account] ⁵		
\$	[the Administrative Agent, ratably for the account of the Issuing Lenders, Lenders, Agents, Depositary Bank and Permitted Swap Counterparties entitled thereto] ⁶		<i>To specify amounts.</i>

¹ Note to Form: Include only those transfers pursuant to part 8 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(f)(i)(B) of the Depositary Agreement.

³ Note to Form: Applicable for transfers pursuant to Section 3.03(f)(i)(C) of the Depositary Agreement.

⁴ Note to Form: Applicable for transfers pursuant to Section 3.03(f)(i)(D) of the Depositary Agreement.

⁵ Note to Form: Applicable for transfers pursuant to Section 3.03(f)(ii) of the Depositary Agreement.

⁶ Note to Form: Applicable for transfers pursuant to Section 3.05 of the Depositary Agreement.

Exhibit A to Depositary Agreement

A-19

(VINEYARD WIND)

Annex F to Accounts Withdrawal Certificate

Withdrawals from the Prepayment Account

1. Amount to be withdrawn/ transferred from the Prepayment Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[specify Person or account] ²		

¹ Note to Form: Include only those transfers pursuant to part 9 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(g) of the Depository Agreement.

Annex G to Accounts Withdrawal Certificate

Withdrawals from the Capacity Deficiency Reserve Account
(to be made in the order of priority below)

1. Amount to be withdrawn/ transferred from the Capacity Deficiency Reserve Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[Prepayment Account] ²		
\$	[[Pledgor][specify Person or account]] ³		
\$	[[Revenue Account][account party of an Acceptable Letter of Credit] [Acceptable Guarantor]] ⁴		

¹ Note to Form: Include only those transfers pursuant to part 10 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(h)(ii)(A) of the Depositary Agreement.

³ Note to Form: Applicable for transfers pursuant to Section 3.03(h)(ii)(B) of the Depositary Agreement.

⁴ Note to Form: Applicable for transfers pursuant to Section 3.03(h)(iii) of the Depositary Agreement.

Annex H to Accounts Withdrawal Certificate

Withdrawals from the Multi-Purpose Payment Account
(to be made in the order of priority below)

1. Amount to be withdrawn/ transferred from the Multi-Purpose Payment Account	2. Person or Account to be Transferred to ¹	3. Purpose	4. Payment Instructions
\$	[Prepayment Account] ²		
\$	[[Pledgor][specify Person or account]		
	[Revenue Account]] ³		

¹ Note to Form: Include only those transfers pursuant to part 11 above.

² Note to Form: Applicable for transfers pursuant to Section 3.03(i)(i)(A) or Section 3.03(i)(ii)(A) of the Depositary Agreement.

³ Note to Form: Applicable for transfers pursuant to Section 3.03(i)(i)(B) or Section 3.03(i)(ii)(B) of the Depositary Agreement.

Exhibit A to Depositary Agreement

A-22

(VINEYARD WIND)

EXHIBIT B
to Depositary Agreement

FORM OF INSURANCE/CONDEMNATION AND DISPOSITION PROCEEDS
ACCOUNT WITHDRAWAL CERTIFICATE

Date of this Certificate:
[]¹

JPMorgan Chase Bank, N.A.
as Depositary Bank
Escrow Services
575 Washington Blvd, 18th Fl
Jersey City, NJ 07310
Attention: Renfred Pico/ Stephanie Geffrard
Telephone: (212) 552-2708 / (646)-498-1486
Telecopy: (212) 552-2812
[Email: ec.escrow@jpmorgan.com](mailto:ec.escrow@jpmorgan.com)

With copies to:

Banco Santander, S.A., New York Branch
as Administrative Agent
45 E. 53rd Street
New York, NY 10022
[Email: PortfolioManagementGDF@santander.us](mailto:PortfolioManagementGDF@santander.us)

With a copy to:

Banco Santander, S.A., New York Branch
45 E. 53rd Street
New York, NY 10022
Tel: 212-692-2598
[Email: CIBMOLoanClosing@santander.us](mailto:CIBMOLoanClosing@santander.us)
Attention: Gregory Sparapani/Brandon Velasquez

MUFG Union Bank, N.A.
as Collateral Agent
1251 Avenue of the Americas
New York, NY 10020
Attention: Institutional Agency Services

¹ Note to Form: Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate to be delivered no later than 11:00 am (New York City time), at least three (3) Business Days (but no more than ten (10) Business Days) prior to the Proposed Transfer Date.

B-1

(VINEYARD WIND)

Telephone: (415) 273-2512
Facsimile: (415) 273-2492
[Email: sfct@unionbank.com](mailto:sfct@unionbank.com)

With a copy to: amedo.morreale@unionbank.com

RE: AVANGRID VINEYARD WIND, LLC

Ladies and Gentlemen:

1. This Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate is delivered to you pursuant to Section 3.03(e) of that certain Depository Agreement dated as of [] (as amended, modified or supplemented from time to time, the "Depository Agreement"), among Avangrid Vineyard Wind, LLC, a Delaware limited liability company (the "Borrower"), Banco Santander, S.A., New York Branch, in its capacity as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"), MUFG Union Bank, N.A., in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent"), and JPMorgan Chase Bank, N.A., in its capacity as depository bank (in such capacity, together with its successors in such capacity, the "Depository Bank"). All capitalized terms used herein shall have the respective meanings specified in the Depository Agreement unless otherwise defined herein or unless the context requires otherwise.

2. This Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate is being delivered in connection with a proposed withdrawal and/or transfer under the Depository Agreement on [*INSERT DATE AT LEAST 3 BUSINESS DAYS (BUT NO MORE THAN 10 BUSINESS DAYS) AFTER THE DATE OF CERTIFICATE*] (the "Proposed Transfer Date").

3. [This Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate is being delivered in connection with an [Event of Damage][Event of Taking] that is [not] a Major Loss [or Minor Loss].][This Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate is being delivered in connection with a Specified Disposition.]

4. With respect to the information in this Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate, the Borrower has made such examination or investigation as was reasonably necessary to enable the Borrower to express an informed opinion as to the accuracy of such information.

5. The Borrower hereby requests that the amounts set forth in column 1 of Annex A be transferred from the Insurance/Condemnation and Disposition Proceeds Account to the applicable account or Person set forth on column 2 of Annex A in connection with a proposed withdrawal and/or transfer under the Depository Agreement on the Proposed Transfer Date (each such transfer, an "Insurance/Condemnation and Disposition Proceeds Account Transfer").

Exhibit B to Depository Agreement

B-2

6. [The amount to be transferred from the Insurance/Condemnation and Disposition Proceeds Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(e)(i)(A) of the Depositary Agreement is \$[], which amount is equal to the amount required to be prepaid pursuant to Section 2.09(b)(iv) and Section 5.17(e) of the Credit Agreement.] [The amount to be transferred from the Insurance/Condemnation and Disposition Proceeds Account to the Revenue Account on the Proposed Transfer Date pursuant to Section 3.03(e)(i)(B) of the Depositary Agreement is \$[], which amount is equal to any proceeds remaining in the Insurance/Condemnation and Disposition Proceeds Account following the completion of the restoration or repair of the Project and after the transfers contemplated in Section 5.17 of the Credit Agreement (as applicable).]

7. [The amount to be transferred from the Insurance/Condemnation and Disposition Proceeds Account to the Prepayment Account on the Proposed Transfer Date pursuant to Section 3.03(e)(ii) of the Depositary Agreement is \$[], which amount is equal to the proceeds of a Specified Disposition not in excess of the amount specified in Section 2.09(b)(ii) of the Credit Agreement.]

8. The Borrower certifies that, as of the date hereof, the transfer requested by this Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate is in accordance with Section 5.17 of the Credit Agreement [and that the [restoration][repair] of the Project is complete].²

9. The proposed application of amounts to be withdrawn from the Insurance/Condemnation and Disposition Proceeds Account pursuant to this Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate complies with the applicable requirements contained in the Credit Agreement and the Depositary Agreement.

[SIGNATURE PAGE FOLLOWS]

² Note to Form: To be included only with respect to applications of proceeds under Section 5.17(f) of the Credit Agreement.

Exhibit B to Depositary Agreement
B-3

(VINEYARD WIND)

IN WITNESS WHEREOF, the undersigned party has executed this Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate as of the date hereof.

AVANGRID VINEYARD WIND, LLC

By:
Name:
Title:

By:
Name:
Title:

Annex A to Insurance/Condemnation and Disposition Proceeds Account Withdrawal Certificate

Withdrawals/Transfers from the Insurance/Condemnation and Disposition Proceeds Account

1. Amount to be withdrawn/ transferred from the Insurance/ Condemnation and Disposition Proceeds Account	2. Person or Account to be Transferred to	3. Purpose	4. Payment Instructions
\$	[Prepayment Account]		
\$	[Revenue Account] ³		

³ Note to Form: Applicable to transfers pursuant to Section 5.17(f) of the Credit Agreement.

EXHIBIT C
to Depositary Agreement
FORM OF NOTICE OF DEFAULT

[Letterhead of Collateral Agent]

Notice of Default No. []

,20__

JPMorgan Chase Bank, N.A.
as Depositary Bank
Escrow Services
575 Washington Blvd, 18th Fl
Jersey City, NJ 07310
Attention: Renfred Pico/ Stephanie Geffrad
Telephone: (212) 552-2708 / (646)-498-1486
Telecopy: (212) 552-2812
[Email: ec.escrow@jpmorgan.com](mailto:ec.escrow@jpmorgan.com)

With a copy to:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel
[Email: Benjamin.Lackey@avangrid.com](mailto:Benjamin.Lackey@avangrid.com)

Re: Avangrid Vineyard Wind, LLC
Ladies and Gentlemen:

Reference is made to that certain Depositary Agreement dated as of [] (as amended, modified or supplemented from time to time, the “Depositary Agreement”), among Avangrid Vineyard Wind, LLC], a Delaware limited liability company (the “Borrower”), Banco Santander, S.A., New York Branch, in its capacity as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”), MUFG Union Bank, N.A., in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”), and JPMorgan Chase Bank, N.A., in its capacity as depositary bank (in such capacity, together with its successors in such capacity, the “Depositary Bank”). All capitalized terms used herein shall have the respective meanings specified in the Depositary Agreement unless otherwise defined herein or unless the context requires otherwise.

Exhibit C to Depositary Agreement
C-1

Pursuant to Section 3.04 of the Depositary Agreement, we hereby give you notice that an Event of Default has occurred [and is continuing] as follows: [INSERT DESCRIPTION OF DEFAULT UNDER THE CREDIT AGREEMENT].

You are hereby instructed not to release, withdraw, distribute, transfer or otherwise make available any funds in or from any of the Accounts effective by the end of the second Business Day from the date of this Notice of Default (provided that the Depositary Agent shall use commercially reasonable efforts to establish a block on the Accounts within forty eight (48) hours following receipt of this Notice of Default) and until you shall have received notice from the Borrower (countersigned by the Administrative Agent and with a copy to the Collateral Agent) that the Event of Default no longer exists due to it having been waived, cured or is no longer existing or having been deemed waived, in accordance with the terms of the Credit Agreement (the "Default Period").

[You are hereby further instructed [to][not to]: [INSERT ANY FURTHER INSTRUCTIONS] during the Default Period.]¹

Very truly yours,

MUFG UNION BANK, N.A., as Collateral Agent

By:
Name:
Title:

Acknowledged by:

**BANCO SANTANDER, NEW YORK
BRANCH,**
as Administrative Agent

By:
Name:
Title:

¹ Note to Form: To be included if Collateral Agent is instructing Depositary Bank to take or refrain from taking any other action(s).

EXHIBIT D
to Depositary Agreement

FORM OF DEFAULT REVOCATION NOTICE

,20

JPMorgan Chase Bank, N.A.
as Depositary Bank
Escrow Services
575 Washington Blvd, 18th Fl
Jersey City, NJ 07310
Attention: Renfred Pico/ Stephanie Geffrard
Telephone: (212) 552-2708 / (646)-498-1486
Telecopy: (212) 552-2812
[Email: ec.escrow@jpmorgan.com](mailto:ec.escrow@jpmorgan.com)

With copy to:

MUFG Union Bank, N.A.,
as Collateral Agent
1251 Avenue of the Americas
New York, NY 10020
Attention: Institutional Agency Services
Tel: (415) 273-2512
Fax: (415) 273-2492
[Email: sfct@unionbank.com](mailto:sfct@unionbank.com)

with a copy to: amedeo.morreale@unionbank.com

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel
[Email: Benjamin.Lackey@avangrid.com](mailto:Benjamin.Lackey@avangrid.com)

Re: Avangrid Vineyard Wind, LLC
Ladies and Gentlemen:

Reference is made to that certain Depositary Agreement dated as of [] (as amended, modified or supplemented from time to time, the "Depositary Agreement"), among Avangrid Vineyard Wind, LLC a Delaware limited liability company (the "Borrower"), Banco Santander, S.A., New York Branch, in its capacity as administrative agent (in such capacity, Exhibit D to Depositary Agreement

together with its successors in such capacity, the “Administrative Agent”), MUFG Union Bank, N.A., in its capacity as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”), and JPMorgan Chase Bank, N.A., in its capacity as depositary bank (in such capacity, together with its successors in such capacity, the “Depositary Bank”). All capitalized terms used herein shall have the respective meanings specified in the Depository Agreement unless otherwise defined herein or unless the context requires otherwise.

Reference is further made to that certain Notice of Default No. [], dated as of [], issued to you by the Collateral Agent (the “Notice of Default”).

Pursuant to Section 3.04 of the Depository Agreement, we hereby give you notice (the “Default Revocation Notice”) that the Event of Default referenced in the Notice of Default no longer exists as of [], due to it having been waived, cured, or no longer existing, or having been deemed waived, in accordance with the terms of the Credit Agreement.

This Default Revocation Notice terminates the Notice of Default and all instructions therein, effective by the end of the second Business Day from the date of this Default Revocation Notice. Notwithstanding any previous instructions to you, you are hereby instructed to accept and comply with all future instructions provided under and in accordance with the Depository Agreement.

Very truly yours,

AVANGRID VINEYARD WIND, LLC,

By:
Name:
Title:

By:
Name:
Title:

Acknowledged by:

**BANCO SANTANDER, S.A., NEW YORK
BRANCH,**
as Administrative Agent

By:
Name:
Title:

Exhibit D to Depository Agreement
D-2

(VINEYARD WIND)

**EXHIBIT J
TO
CREDIT AGREEMENT**

FORM OF ACCEPTABLE LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO.

Dated:

APPLICANT:

[]

Attention: []

Facsimile: []

BENEFICIARY

MUFG Union Bank, N.A.,
as Collateral Agent under the Credit Agreement referred to below
1251 Avenue of the Americas
New York, NY 10020
Attention: Institutional Agency Services
Tel: (415) 273-2512
Fax: (415) 273-2492
[Email: sfct@unionbank.com](mailto:sfct@unionbank.com)

With a copy to: amedeo.morreale@unionbank.com

Dear Sir / Madam:

At the request of and for the account of [*insert name, entity type and jurisdiction of formation of account party*]¹ (the "Applicant"), we hereby establish in your favor our Irrevocable Letter of Credit No. (this "Letter of Credit") whereby, subject to the terms and conditions contained herein, you are hereby irrevocably authorized to draw on us, [at the office of our servicer noted below [*insert if applicable*]], by your draft or drafts at sight, an aggregate amount not to exceed [amount TBD] Dollars (\$XX) (such amount, as it may be reduced or increased in accordance with the terms hereof, the "Stated Amount" hereof). We are informed by the Applicant that this Letter of Credit is being issued in your favor as beneficiary

¹Note to Form: No Loan Party or Subsidiary thereof shall be the account party.

Exhibit J-1

and in your capacity as collateral agent (the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) in connection with (i) that certain Credit Agreement, dated as of September 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Avangrid Vineyard Wind, LLC, a limited liability company organized under the laws of Delaware, as borrower (the “Borrower”), the lenders and issuing lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as administrative agent for the lenders (in such capacity, together with its successors in such capacity, the “Administrative Agent”), the Collateral Agent, and the other persons party thereto from time to time and (ii) that certain Depository Agreement, dated as of [], 20[] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Depository Agreement”), among Borrower, Administrative Agent, Collateral Agent and JPMorgan Chase Bank, N.A., as depository bank.

This Letter of Credit shall be effective immediately and shall expire on the Expiration Date (as hereinafter defined). Partial and multiple drawings on this Letter of Credit are permitted.

You may draw upon this Letter of Credit at any time on or prior to the Expiration Date by presenting to our office at [] (a) a sight draft in the form of Exhibit A (a “Sight Draft”) attached hereto, completed in accordance with the instructions contained in such Exhibit A and executed by an authorized officer, (b) a certificate in the form of Exhibit B attached hereto, completed in accordance with the instructions contained in such Exhibit B and executed by an authorized officer and (c) the original Letter of Credit, including all amendments (other than partial draws for which a photocopy of such original letter of credit and amendments may be presented). Drawings may also be presented to us by facsimile transmission to facsimile number [] (each such drawing, a “Fax Drawing”); provided, however, that a Fax Drawing will not be effectively presented until you confirm by telephone our receipt of such Fax Drawing by calling us at telephone number [*insert number*]. If you present a Fax Drawing under this Letter of Credit you do not need to present the original of any drawing documents, and if we receive any such original drawing documents they will not be examined by us. In the event of a full or final drawing the original Letter of Credit must be returned to us by overnight courier.

This Letter of Credit is transferable from time to time, only to a single transferee that has succeeded to the Beneficiary's rights and obligations as Collateral Agent under the Credit Agreement to which the Beneficiary is a party in accordance with the provisions thereof, and only in the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer may be effected only upon presentation to us at our presentation office specified herein of a duly executed transfer request in the form attached hereto as Exhibit C, with instructions therein in brackets complied with, together with the original of this Letter of

Credit and any amendment thereto and payment of our transfer fee. Such transfer shall be evidenced by our endorsement on the reverse of the original of this Letter of Credit, and we shall deliver such original to the transferee. The transferee's name shall be automatically substituted for that of the Beneficiary wherever such Beneficiary's name appears within this Letter of Credit. All charges in connection with the transfer of this Letter of Credit are for the Applicant's account. This Letter of Credit may be transferred to successive transferees subject to the terms of this paragraph.

WE ARE SUBJECT TO VARIOUS LAWS, REGULATIONS AND EXECUTIVE AND

Exhibit J-2

JUDICIAL ORDERS (INCLUDING ECONOMIC SANCTIONS, EMBARGOES, ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, AND ANTI-DRUG TRAFFICKING LAWS AND REGULATIONS) OF THE U.S. AND OTHER COUNTRIES THAT ARE ENFORCEABLE UNDER APPLICABLE LAW. WE WILL NOT BE LIABLE FOR OUR FAILURE TO MAKE, OR OUR DELAY IN MAKING, PAYMENT UNDER THIS LETTER OF CREDIT OR FOR ANY OTHER ACTION WE TAKE OR DO NOT TAKE, OR ANY DISCLOSURE WE MAKE, UNDER OR IN CONNECTION WITH THIS LETTER OF CREDIT (INCLUDING, WITHOUT LIMITATION, ANY REFUSAL TO TRANSFER THIS LETTER OF CREDIT) THAT IS REQUIRED BY SUCH LAWS, REGULATIONS, OR ORDERS.

The Stated Amount shall be reduced (i) by the amount of any drawing hereunder or (ii) upon our receipt of a notice from you, in the form of Exhibit D attached hereto (a "Reduction Notice") by an amount in Dollars equal to the amount of Dollars stated in each such notice (each such amount being a "Reduction Amount") and the Stated Amount on any date shall be automatically and permanently decreased by the sum of any Reduction Amounts as evidenced by such Reduction Notice. Sight Drafts and all communications with respect to this Letter of Credit shall be in writing, addressed or presented in person to us at [], Attention: [], referencing this Letter of Credit No. . We hereby agree that any Sight

Draft drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us upon delivery of the above-specified certificates, if presented on or before our close of business on the Expiration Date.

Provided that a drawing and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount specified in the applicable Sight Draft, not to exceed the Stated Amount, in immediately available funds, on or before the business day after presentation of the Sight Draft, certificate and original Letter of Credit (or electronic transmission of such documents as provided herein).

As used herein, "business day" shall mean any day other than a Saturday, Sunday or day on which commercial banks in New York, New York are authorized or required by law to remain closed.

If any drawing or drawings presented in connection therewith does not conform to the terms and conditions hereof, we will advise you of the same by electronic transmission the next business day and give the reasons for such non-compliance and that the bank is holding the documents at your disposal or return the same to you, as the bank may elect. Upon being notified that the demand was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment if, and to the extent that you are entitled and able to do so on or before the Expiration Date.

This Letter of Credit shall expire on [*enter date that is at least one year following date of issuance*]; provided that this Letter of Credit shall be deemed automatically extended without amendment for one year from the current Expiration Date hereof and each successive expiration date (such date of expiration, as extended, the "Expiration Date"), unless at least sixty (60) days prior to any Expiration Date we [or our servicer [*insert if applicable*]] shall send you written notice by overnight courier at your above address, with a copy to the Administrative Agent at

Exhibit J-3

Banco Santander, S.A., New York Branch, 45 E. 53rd St., New York, NY 10022 Attention: Erika Wershoven, that we elect not to consider this Letter of Credit extended for any such additional period; provided, further, that this Letter of Credit shall terminate no later than the current Expiration Date. In the event you are so notified, you shall have the right to draw upon the full available amount of this Letter of Credit within thirty (30) days prior to the Expiration Date, upon presentation of a Sight Draft in the form of Exhibit A.

We shall terminate this Letter of Credit, prior to the Expiration Date, upon receipt of written certification from you in the form of Exhibit E attached hereto, accompanied by the original letter of credit.

All banking charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking. Reference in this Letter of Credit to other documents or instruments is for identification purposes only and such reference shall not modify, amend, amplify, limit or affect the terms hereof or cause such documents or instruments to be deemed incorporated herein. Except as set forth herein, this Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

This Standby Letter of Credit is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590 and as to matters not governed by ISP98, this Standby Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the courts of the State of New York in the County of New York or of the United States of America in the Southern District of New York. You and we irrevocably submit to the nonexclusive jurisdiction of such courts solely for the purposes of this Letter of Credit. You and we hereby waive to the fullest extent permitted by law any objection either of us may now or hereafter have to the laying of venue in any such action or proceeding in any such court.

Only you may draw upon this Letter of Credit. Upon the payment to you or your account of the full aggregate Stated Amount specified herein or upon the occurrence of the Expiration Date or earlier termination hereof, we shall be fully discharged of our obligations under this Letter of Credit. Except as set forth herein, this Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

[Signature Page Follows]

Exhibit J-4

Very truly yours,

[]

By:
Name:
Title:

Exhibit J-5

Exhibit A
to Letter of Credit No.

SIGHT DRAFT

Date

[]
[•]
[•]

Re: Irrevocable Letter of Credit Number: []

For the value received, pay to the order of MUFG Union Bank, N.A., as Collateral Agent (as defined in Irrevocable Letter of Credit Number []), by wire transfer of immediately available funds to the following account:

[Name of Account]

[Account Number]

[Name and address of bank at which account is maintained]

[ABA Number]

[Reference]

THE FOLLOWING AMOUNT:

[Insert number of dollars in writing] United States Dollars (US\$ **[insert number of dollars in figures]**)

Drawn upon [name of issuer] Irrevocable Letter of Credit No. [] dated , 20 .

MUFG UNION BANK, N.A., not in its individual capacity but solely as

Exhibit J-6

Collateral Agent

By:

Name:

Title:

Exhibit J-7

Exhibit
B to Letter of Credit No.

[Letterhead of Beneficiary]
[Date]

[]
[•]
[•]

Re: Irrevocable Letter of Credit No. []

Ladies/Gentlemen:

This is a certificate presented in accordance with your Irrevocable Letter of Credit No. held by us (the "Letter of Credit").

We, as Beneficiary (as defined in the Letter of Credit), hereby certify that (a) we are entitled to draw under the Irrevocable Letter of Credit No. pursuant to Section [3.03(b)(i)] [3.03(b)(ii)(B)] [3.03(h)(i)] [3.03(h)(ii)(A)] [3.04] of the Depositary Agreement, dated as of [], 20[] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Depositary Agreement"), among Avangrid Vineyard Wind, LLC, a limited liability company organized under the laws of Delaware, as borrower (the "Borrower"), Banco Santander, S.A., New York Branch, as administrative agent for the lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"), MUFG Union Bank, N.A., as collateral agent for the secured parties (in such capacity, together with its successors in such capacity, the "Collateral Agent") and JPMorgan Chase Bank, N.A., as depositary bank and (b) the amount drawn pursuant to the Sight Draft delivered in connection with this certificate does not exceed the current Stated Amount of the Letter of Credit. We, as Beneficiary (as defined in the Letter of Credit), agree to apply the proceeds of the Letter of Credit draw to be made pursuant to the accompanying Sight Draft in accordance with the Depositary Agreement.

This certificate has been executed and delivered by a duly authorized officer of the undersigned on the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit J-8

MUFG UNION BANK, N.A., not in its individual capacity but solely as Collateral Agent

By:

Name:

Title:

Exhibit J-9

Exhibit
C to Letter of Credit No.

Transfer of Irrevocable Standby Letter of Credit Number: [_____] Dated:

TO: []
[]
[]
[]

ATTN: []

For value received, the undersigned Beneficiary of the above described Letter of Credit (the "Transferor") hereby irrevocably transfers all its rights under the Letter of Credit as amended to this date (the "Credit") to the following transferee (the "Transferee," who has succeeded to the Transferor's rights and obligations, as "Collateral Agent" under the Credit Agreement dated as of September 15, 2021, to which the Beneficiary is a party in accordance with the provisions thereof):

Name of Transferee

Address

By this transfer all our rights as the transferor, including all rights to make drawings under the Letter of Credit, go to the transferee. The transferee shall have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes. All amendments will be sent directly to the transferee without the necessity of consent by or notice to us.

We enclose the original letter of credit and any amendments. Please indicate your acceptance of our request for the transfer by endorsing the letter of credit and sending it to the transferee with your customary notice of transfer.

Exhibit J-10

MUFG UNION BANK, N.A., as Collateral Agent

By:

Printed Name:

Title:

Phone Number:

The bank signing below guarantees that the Transferor's signature is genuine and that the individual signing this transfer request has the authority to do so:

(Insert name of bank)

By:

Printed Name:

Title:

[A NOTARY ACKNOWLEDGMENT OR A CERTIFICATE OF AUTHORITY WITH CORPORATE SEAL IS ACCEPTABLE IN LIEU OF A BANK GUARANTEE]

Exhibit J-11

Exhibit D
to Letter of Credit No.

REDUCTION NOTICE

[Date]

[]

[•]

[•]

Attention: [•]

Ladies and Gentlemen:

MUFG Union Bank, N.A., as Beneficiary and as Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (the “Collateral Agent”), under and in connection with the Credit Agreement, dated as of September 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Avangrid Vineyard Wind, LLC, a limited liability company organized under the laws of Delaware, as borrower (the “Borrower”), the lenders and issuing lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as administrative agent for the lenders (in such capacity, together with its successors in such capacity, the “Administrative Agent”), the Collateral Agent, and the other persons party thereto

from time to time, hereby certifies to [], with reference to the Irrevocable Standby Letter of Credit No. [•] (the “Letter of Credit”) that:

- (a) The Collateral Agent is the “Collateral Agent” under and as defined in the Credit Agreement.
- (b) The undersigned is duly authorized to executed and deliver this certificate on behalf of the Collateral Agent.
- (c) The Collateral Agent is authorizing a reduction to the amount of the Letter of Credit pursuant to [Section 3.03(b)(iii)(B) of] the Depositary Agreement referred to in the Credit Agreement.
- (d) With effect from the date of this certificate, the Stated Amount of this Letter of Credit is authorized to be reduced USD [] to the new amount of USD [].

Exhibit J-12

IN WITNESS WHEREOF, the Collateral Agent has executed and delivered this
Certificate as of the [] day of [], 20[].

MUFG UNION BANK, N.A., not in its individual capacity but solely as Collateral Agent

By:
Name:
Title:

Exhibit J-13

Exhibit E
to Letter of Credit No.

FORM OF CONSENT TO TERMINATION

[Letterhead of Beneficiary]

[Date]

[]

[●]

[●]

Attention: [●]

Letter of Credit Number: []

Ladies and Gentlemen:

The undersigned, the duly elected and acting [] of MUFG Union Bank, N.A. (the "Beneficiary" and "Collateral Agent") under that Credit Agreement, dated as of September 15, 2021 (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Avangrid Vineyard Wind, LLC, a limited liability company organized under the laws of Delaware, as borrower (the "Borrower"), the lenders and issuing lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as administrative agent for the lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"), the Collateral Agent, and the other persons party thereto from time to time, hereby certifies to [] (the "Issuer"), with reference to the Irrevocable Standby Letter of Credit No. [●] (the "Letter of Credit") issued in our favor by you, as follows as of the date hereof:

- (a) The Beneficiary hereby consents to the termination of the Letter of Credit on *[insert date]*.
- (b) The original Letter of Credit and all amendments thereto are attached hereto. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit J-14

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as

of the [] day of [], 20[].

MUFG UNION BANK, N.A., not in its individual capacity but solely
as Collateral Agent

By:
Name:
Title:

Exhibit J-15

**EXHIBIT K
TO
CREDIT AGREEMENT
BASE CASE PROJECTIONS**

[Intentionally omitted.]

EXHIBIT K-1

EXHIBIT M
TO
CREDIT AGREEMENT
FORM OF OPERATING REPORT

Monthly and Quarterly Operating Reports

Topic	Description
Executive Summary	<p>A brief summary of monthly, quarterly and YTD developments regarding Health, Safety and Environment; Performance; Operations – Site; and Financials.</p> <p>Status on litigation or similar</p>
Health & Safety	<p>Quantitative (and, for major, minor incidents and near misses, qualitative descriptions for) site specific incidents including any corrective actions:</p> <ul style="list-style-type: none"> • Hours worked • Major incidents, including: <ul style="list-style-type: none"> • Fatalities • Permanent injuries • Lost time incidents • Restricted work case injury • Medical treatment cases • Minor incidents • Near misses • High potential near misses • Hazardous observations • Regulatory reportable incidents • Safety inspections and audits carried out • Safety drills or campaigns
Environment	<p>Quantitative (and, for major, minor incidents and near misses, qualitative descriptions for) site specific incidents including:</p> <ul style="list-style-type: none"> • Major incidents reported to authorities • Minor incidents not reported to authorities • Near misses • Hazardous observations • Regulatory reportable waste generated / disposed of as part of activities on site • Complaints • Inspections and audits completed

<p>Performance</p>	<p>Comments on main development and quantitative variance towards budget for:</p> <ul style="list-style-type: none"> • Production • Park Availability • Turbine Availability (including a breakdown of underlying causes of turbine availability losses) • Contractual Yield • Load Factor • Weather days • Wind speeds • Curtailment
<p>Operations – Site</p>	<p>Site Maintenance Overview in tabular/qualitative format, including:</p> <ul style="list-style-type: none"> • Qualitative summary of major repairs or maintenance incl. BoP. • Summary of next month's operational programme Service/incidents Report (annual service, scheduled service/unscheduled service with comments on specific tasks, including: <ul style="list-style-type: none"> • Identified technical issues • Identified warranty issues
<p>Financials</p>	<p>Financial reporting including:</p> <ul style="list-style-type: none"> • Revenue • Operating Expenses graphical summary, details by line item and commentary on main deviations versus budget • Details of any open Service Provider Variation Proposals
<p>E&S reporting and monitoring</p>	<p>Including: Compliance with environmental and social action plan (ESAP), and environmental and social mitigation and management plan (ESMMP) operational requirements.</p> <p>(potentially to be a separate report)</p>

The Monthly and Quarterly Reports will be delivered in a format similar to the examples below.

3. Health, Safety & Security

[Intentionally omitted.]

EXHIBIT N
TO
CREDIT AGREEMENT
FORM OF INTEREST ELECTION REQUEST

[Date]¹

Banco Santander, S.A., New York Branch
as Administrative Agent
45 E. 53rd St.
New York, NY 10022
[E-mail: PortfolioManagementGDF@santander.us](mailto:PortfolioManagementGDF@santander.us)
Attention: Erika Wershoven

with a copy to:

Banco Santander, S.A., New York Branch
45 E. 53rd St.
New York, NY 10022
Tel: 212-692-2598
[Email: CIBMOLoanClosing@santander.us](mailto:CIBMOLoanClosing@santander.us)
Attn: Gregory Sparapani/Brandon Velasquez

Ladies and Gentlemen:

The undersigned refers to that certain Credit Agreement, dated as of September 15, 2021 (as amended, modified or supplemented from time to time, the “Credit Agreement”), among Avangrid Vineyard Wind, LLC, a limited liability company organized under the laws of Delaware (the “Borrower”), the Lenders and Issuing Lenders party thereto, Banco Santander, S.A., New York Branch, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the “Administrative Agent”), MUFG Union Bank, N.A., as

¹ This notice shall be dated at least three (3) Business Days prior to the date of a proposed continuation of a Eurodollar Loan or conversion of an ABR Loan (including in connection with a Borrowing of Letter of Credit Loans of a certain Class pursuant to Section 2.03(h) of the Credit Agreement) into a Eurodollar Loan and at least one (1) Business Day prior to the date of a proposed continuation of an ABR Loan or conversion of a Eurodollar Loan into an ABR Loan.

EXHIBIT N-1

Collateral Agent and the other persons party thereto from time to time. Terms defined in the Credit Agreement are used herein as defined therein. The undersigned hereby gives you notice, irrevocably, pursuant to Section 2.06 of the Credit Agreement, that the undersigned hereby requests to convert or continue certain Loans under the Credit Agreement as set forth below, and in furtherance thereof sets forth below the information relating to such conversion or continuation (the “Proposed Conversion/Continuation”) as required by Section 2.06 of the Credit Agreement:

- i. the Business Day of the Proposed Conversion/Continuation is , ___;
- ii. each Loan to be [converted] [continued] in the Proposed Conversion/Continuation is [a Eurodollar Loan] [an ABR Loan];
- iii. each Loan resulting from the Proposed Conversion/Continuation is an [ABR Loan] [Eurodollar Loan] of the following Class: ;
- iv. [the initial Interest Period to be applicable to each Loan resulting from the Proposed Conversion/Continuation shall be ___ month[s];]²
- v. the aggregate principal amount of Loans proposed to be [converted] [continued] in this Proposed Conversion/Continuation is \$; and
- vi. the original date of the Loans proposed to be [converted] [continued] in this Proposed Conversion/Continuation is .

² Applicable only to Eurodollar Loans. The Interest Period may be one, three or six months or in the case of the first Interest Period selected by the Borrower after the Closing Date, subject to Section 2.06(a) of the Credit Agreement, an irregular Interest Period ending on the first Quarterly Date to occur following the Conversion Date.

EXHIBIT N-2

Very truly yours,

AVANGRID VINEYARD WIND, LLC

By:
Name:
Title:

EXHIBIT N-1

**EXHIBIT O-1
TO
CREDIT AGREEMENT
FORM OF PPA LETTER OF CREDIT**

See attached.

Form of Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

ISSUE DATE:

APPLICANT
AVANGRID VINEYARD WIND, LLC
1125 NW COUCH ST, STE 700
PORTLAND, OR 97209
ATTENTION: GENERAL COUNSEL

BENEFICIARY
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY
C/O EVERSOURCE ENERGY SERVICE COMPANY
TREASURY DEPARTMENT
107 SELDEN STREET
BERLIN, CT 06037

ATTENTION: MR. AARON J. CULLEN, MANAGER MIDDLE OFFICE & CREDIT EXPIRY DATE AND TIME: ***[INSERT DATE &***

BANK BRANCH CLOSING TIME¹

CURRENCY AMOUNT

USD \$[]

ASSOCIATED AGREEMENT
OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT (FACILITY
1) BETWEEN VINEYARD WIND 1 LLC AND THE BENEFICIARY

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: [] BY ORDER OF AND FOR THE ACCOUNT OF AVANGRID VINEYARD WIND, LLC, 1125 NW COUCH ST, STE 700, PORTLAND, OR 97209, FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE [] AND []/100 UNITED STATES DOLLARS (USD \$[]) ("ORIGINAL AMOUNT") AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ("ISSUER") LOCATED AT 1301 AVENUE OF THE AMERICAS, NEW YORK, NY 10019.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION WHEN ACCOMPANIED BY THE BELOW MENTIONED DOCUMENTS PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

¹NTD: To be 12 months after the date of issuance.

1. YOUR SIGHT DRAFT, IN THE FORM OF ANNEX 1 ATTACHED HERETO; AND
2. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 2 ATTACHED HERETO; AND
3. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S). **ADDITIONAL TERMS AND CONDITIONS:**

1. THIS LETTER OF CREDIT IS EFFECTIVE FROM [__, 20__] AND SHALL EXPIRE ON [__, __] AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD; PROVIDED, HOWEVER, THAT THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT WILL BE [__]. UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY OR ON BEHALF OF THE APPLICANT AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW UNDER THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT.
2. THE AMOUNT AVAILABLE TO BE DRAWN HEREUNDER AT ANY TIME ("AVAILABLE AMOUNT") SHALL BE EQUAL TO THE ORIGINAL AMOUNT LESS THE AGGREGATE AMOUNT OF ANY PRIOR PAID UNREIMBURSED DRAWINGS HEREUNDER AT OUR COUNTERS.
3. ANY NUMBER OF PARTIAL DRAWINGS IS PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.
4. ANY FAILURE TO MAKE PAYMENTS AGAINST PARTIAL DRAWINGS WILL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD WITHIN THE EXPIRY DATE. WE WILL HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT INCLUDING PARTIAL DRAWINGS UP TO THE FULL AMOUNT OF THIS STANDBY LETTER OF CREDIT AMOUNT.
5. IN THE EVENT OF A FULL OR FINAL DRAWING, THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.
6. PRESENTATION OF ANY DRAWING MAY BE MADE BY HAND-DELIVERY, EXPRESS COURIER, OR CERTIFIED MAIL AT THE FOLLOWING ADDRESS:

² NTD: To be 12 months after the date of issuance.

Credit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019

PH: [() -]
ATTENTION: []

7. DRAWINGS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NO.[] (EACH SUCH DRAWING, A "FAX DRAWING") ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRY DATE AND THE ORIGINAL DRAWING CERTIFICATES ARE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO THE ABOVE ADDRESS, BUT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFECTIVENESS OF THE FAX PRESENTATION. A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER [].
 8. IF A DRAWING IS MADE BY YOU HEREUNDER AT OR BEFORE 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY (AS HEREINAFTER DEFINED) IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 4:00 P.M., NEW YORK TIME, ON THE SECOND DAY AFTER RECEIPT. IF A DRAWING IS MADE BY YOU HEREUNDER AFTER 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 3:00 P.M., NEW YORK TIME, ON THE THIRD BUSINESS DAY THEREAFTER.
 9. THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.
 10. THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.
 11. APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE - NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT, AND SUBJECT TO THE OTHER TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.
 12. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.
-

13. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
 14. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.
 15. THIS LETTER OF CREDIT IS IRREVOCABLE.
 16. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.
 17. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD EQUAL TO THE LENGTH OF THE INTERRUPTION OF THE ISSUER'S BUSINESS, WHICH ADDITIONAL PERIOD SHALL NOT BE LESS THAN TEN (10) BUSINESS DAYS OR IN ANY EVENT LONGER THAN THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.
 18. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") OR SUCH LATER REVISION (S) OF THE INTERNATIONAL STANDBY PRACTICES AS MAY BE HEREAFTER ADOPTED. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK.
 19. SHOULD BENEFICIARY REQUIRE A REPLACEMENT OF THIS LETTER OF CREDIT DUE TO LOSS OR DESTRUCTION OF THE ORIGINAL, WE WILL PROVIDE DUPLICATE ORIGINAL REPLACEMENT UPON WRITTEN REQUEST FROM THE BENEFICIARY ON THEIR ORIGINAL LETTERHEAD, WITH AN ORIGINAL SIGNATURE STATING THE ORIGINAL LETTER OF CREDIT HAS BEEN LOST WHEN ACCOMPANIED BY A COPY OF THE ORIGINAL AND AN INDEMNIFICATION LETTER EXECUTED BY THE BENEFICIARY IN A FORM
-

THAT IS REASONABLY ACCEPTABLE TO THE BENEFICIARY AND THE BANK.

20. PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

Credit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019
PH: [() -]
ATTENTION:

AUTHORIZED SIGNATURE:

TITLE:



ANNEX 1 TO LETTER OF CREDIT - FORM OF SIGHT DRAFT

SIGHT DRAFT

[DATE]

To: **Credit Agricole Corporate and Investment Bank**
1301 Avenue of the Americas
New York, NY 10019
Attention: Letter of Credit Department

Re: Irrevocable Letter of Credit No. [#####]

Pay to the order of: [**ES/Beneficiary Entity**] (the "Beneficiary")

[**Amount**] and [##]/100 (UNITED STATES DOLLARS (USD [#####.##]) at sight.

By wire transfer in same day funds to

[Bank Name], ABA Routing No. [#####],
Account No. [#####].

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By:

Name:

Title:

Date:

ANNEX 2 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO.

DATE:

TO: **Credit Agricole Corporate and Investment Bank**
1301 Avenue of the Americas
New York, NY 10019

ATTENTION: STANDBY LETTER OF CREDIT UNIT

LADIES AND GENTLEMEN:

THE UNDERSIGNED HEREBY DRAWS ON THIS LETTER OF CREDIT BECAUSE OF ONE OR MORE OF THE FOLLOWING REASONS:

(A) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, BEING MADE UNDER THE CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“ISSUER”) LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]**, REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY FROM VINEYARD WIND 1 LLC UNDER AND/OR IN CONNECTION WITH THE Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) between Vineyard Wind 1 LLC and NSTAR Electric Company d/b/a Eversource Energy, OR

(B) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, IS BEING MADE UNDER THE CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“ISSUER”) LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]** BECAUSE THE ISSUER HAS NOTIFIED THE BENEFICIARY THAT (I) IT HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED, (II) NO SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO BENEFICIARY HAS BEEN PROVIDED BY VINEYARD WIND 1 LLC, AND (III) THE CURRENT EXPIRY DATE OF THIS LETTER OF CREDIT IS WITHIN THIRTY (30) DAYS.

VERY TRULY YOURS,

[Beneficiary Entity]

BY:
NAME:
TITLE:
DATE:

Form of Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

ISSUE DATE:

APPLICANT
AVANGRID VINEYARD WIND, LLC
1125 NW COUCH ST, STE 700
PORTLAND, OR 97209
ATTENTION: GENERAL COUNSEL

BENEFICIARY
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY
C/O EVERSOURCE ENERGY SERVICE COMPANY
TREASURY DEPARTMENT
107 SELDEN STREET
BERLIN, CT 06037

ATTENTION: MR. AARON J. CULLEN, MANAGER MIDDLE OFFICE & CREDIT EXPIRY DATE AND TIME: **[INSERT DATE &**

BANK BRANCH CLOSING TIME]¹

CURRENCY AMOUNT

USD \$[]

ASSOCIATED AGREEMENT
OFFSHORE WIND GENERATION UNIT POWER PURCHASE AGREEMENT (FACILITY
2) BETWEEN VINEYARD WIND 1 LLC AND THE BENEFICIARY

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF
CREDIT NO: [] BY ORDER OF AND FOR THE ACCOUNT OF AVANGRID
VINEYARD WIND, LLC, 1125 NW COUCH ST, STE 700, PORTLAND, OR 97209, FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN
THE AGGREGATE [] AND []/100
UNITED STATES DOLLARS (USD \$[]) (“ORIGINAL AMOUNT”) AVAILABLE BY
YOUR DRAFT(S) AT SIGHT DRAWN ON CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“ISSUER”) LOCATED AT 1301
AVENUE OF THE AMERICAS, NEW YORK, NY 10019.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT
DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY
HONORED ON PRESENTATION WHEN ACCOMPANIED BY THE BELOW MENTIONED DOCUMENTS PURSUANT TO THE TERMS
AND CONDITIONS OF THIS LETTER OF CREDIT.

¹ NTD: To be 12 months after the date of issuance.

1. YOUR SIGHT DRAFT, IN THE FORM OF ANNEX 1 ATTACHED HERETO; AND
2. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 2 ATTACHED HERETO; AND
3. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S). **ADDITIONAL TERMS AND CONDITIONS:**

1. THIS LETTER OF CREDIT IS EFFECTIVE FROM [__, 20__] AND SHALL EXPIRE ON [__, __]² AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD; PROVIDED, HOWEVER, THAT THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT WILL BE []. UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY OR ON BEHALF OF THE APPLICANT AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW UNDER THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT.
2. THE AMOUNT AVAILABLE TO BE DRAWN HEREUNDER AT ANY TIME ("AVAILABLE AMOUNT") SHALL BE EQUAL TO THE ORIGINAL AMOUNT LESS THE AGGREGATE AMOUNT OF ANY PRIOR PAID UNREIMBURSED DRAWINGS HEREUNDER AT OUR COUNTERS.
3. ANY NUMBER OF PARTIAL DRAWINGS IS PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.
4. ANY FAILURE TO MAKE PAYMENTS AGAINST PARTIAL DRAWINGS WILL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD WITHIN THE EXPIRY DATE. WE WILL HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT INCLUDING PARTIAL DRAWINGS UP TO THE FULL AMOUNT OF THIS STANDBY LETTER OF CREDIT AMOUNT.
5. IN THE EVENT OF A FULL OR FINAL DRAWING, THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.
6. PRESENTATION OF ANY DRAWING MAY BE MADE BY HAND-DELIVERY, EXPRESS COURIER, OR CERTIFIED MAIL AT THE FOLLOWING ADDRESS:

² NTD: To be 12 months after the date of issuance.

Credit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019

PH: [() -]
ATTENTION: []

7. DRAWINGS PRESENTED BY TELEFACSIMILE (“FAX”) TO FAX NO.[] (EACH SUCH DRAWING, A “FAX DRAWING”) ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRY DATE AND THE ORIGINAL DRAWING CERTIFICATES ARE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO THE ABOVE ADDRESS, BUT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFECTIVENESS OF THE FAX PRESENTATION. A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER [].
 8. IF A DRAWING IS MADE BY YOU HEREUNDER AT OR BEFORE 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY (AS HEREINAFTER DEFINED) IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 4:00 P.M., NEW YORK TIME, ON THE SECOND DAY AFTER RECEIPT. IF A DRAWING IS MADE BY YOU HEREUNDER AFTER 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 3:00 P.M., NEW YORK TIME, ON THE THIRD BUSINESS DAY THEREAFTER.
 9. THE TERM “BUSINESS DAY” AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.
 10. THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY’S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER’S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.
 11. APPLICANT’S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT’S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE - NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT, AND SUBJECT TO THE OTHER TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.
 12. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.
-

13. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
 14. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.
 15. THIS LETTER OF CREDIT IS IRREVOCABLE.
 16. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.
 17. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD EQUAL TO THE LENGTH OF THE INTERRUPTION OF THE ISSUER'S BUSINESS, WHICH ADDITIONAL PERIOD SHALL NOT BE LESS THAN TEN (10) BUSINESS DAYS OR IN ANY EVENT LONGER THAN THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.
 18. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") OR SUCH LATER REVISION (S) OF THE INTERNATIONAL STANDBY PRACTICES AS MAY BE HEREAFTER ADOPTED. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK.
 19. SHOULD BENEFICIARY REQUIRE A REPLACEMENT OF THIS LETTER OF CREDIT DUE TO LOSS OR DESTRUCTION OF THE ORIGINAL, WE WILL PROVIDE DUPLICATE ORIGINAL REPLACEMENT UPON WRITTEN REQUEST FROM THE BENEFICIARY ON THEIR ORIGINAL LETTERHEAD, WITH AN ORIGINAL SIGNATURE STATING THE ORIGINAL LETTER OF CREDIT HAS BEEN LOST WHEN ACCOMPANIED BY A COPY OF THE ORIGINAL AND AN INDEMNIFICATION LETTER EXECUTED BY THE BENEFICIARY IN A FORM
-

THAT IS REASONABLY ACCEPTABLE TO THE BENEFICIARY AND THE BANK.

20. PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

Credit Agricole Corporate and Investment Bank
1301 Avenue of the Americas
New York, NY 10019
PH: [() -]
ATTENTION:

AUTHORIZED SIGNATURE:

TITLE:



ANNEX 1 TO LETTER OF CREDIT - FORM OF SIGHT DRAFT

SIGHT DRAFT

[DATE]

To: **Credit Agricole Corporate and Investment Bank**
1301 Avenue of the Americas
New York, NY 10019
Attention: Letter of Credit Department

Re: Irrevocable Letter of Credit No. [#####]

Pay to the order of: [**ES/Beneficiary Entity**] (the "Beneficiary")

[**Amount**] and [##]/100 (UNITED STATES DOLLARS (USD [#####.##]) at sight.

By wire transfer in same day funds to

[Bank Name], ABA Routing No. [#####],
Account No. [#####].

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By:

Name:

Title:

Date:

ANNEX 2 TO LETTER OF CREDIT

DRAWING UNDER LETTER OF CREDIT NO.

DATE:

TO: **Credit Agricole Corporate and Investment Bank**
1301 Avenue of the Americas
New York, NY 10019

ATTENTION: STANDBY LETTER OF CREDIT UNIT

LADIES AND GENTLEMEN:

THE UNDERSIGNED HEREBY DRAWS ON THIS LETTER OF CREDIT BECAUSE OF ONE OR MORE OF THE FOLLOWING REASONS:

(A) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, BEING MADE UNDER THE CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“ISSUER”) LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]**, REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY FROM VINEYARD WIND 1 LLC UNDER AND/OR IN CONNECTION WITH THE Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) between Vineyard Wind 1 LLC and NSTAR Electric Company d/b/a Eversource Energy, OR

(B) THE AMOUNT FOR THIS DRAWING, USD **[INSERT AMOUNT]**, IS BEING MADE UNDER THE CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“ISSUER”) LETTER OF CREDIT NUMBER **[INSERT LETTER OF CREDIT REFERENCE NUMBER]** BECAUSE THE ISSUER HAS NOTIFIED THE BENEFICIARY THAT (I) IT HAS ELECTED NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED, (II) NO SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO BENEFICIARY HAS BEEN PROVIDED BY VINEYARD WIND 1 LLC, AND (III) THE CURRENT EXPIRY DATE OF THIS LETTER OF CREDIT IS WITHIN THIRTY (30) DAYS.

VERY TRULY YOURS,

[Beneficiary Entity]

BY:
NAME:
TITLE:
DATE:

LETTER OF CREDIT

BNP PARIBAS
TRADE FINANCE SERVICES
787 SEVENTH AVENUE
NEW YORK, NY 10019

, 20[]

Irrevocable Standby Letter of Credit No.

Beneficiary:

Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid
100 East Old Country Road
Energy Procurement, 2nd Floor, Hicksville, NY 11801

Attn: Long-Term Clean Energy Supply

Applicant:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

Dear Madam or Sir:

We hereby establish for the account of Avangrid Vineyard Wind, LLC (the "Account Party"), our irrevocable standby letter of credit in your favor for an amount of USD [] (

Dollars United States currency) (the "Available Amount"). Account Party has advised us that this letter of credit is issued in connection the Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind 1 LLC (as may be amended, supplemented or otherwise modified). This letter of credit shall (i) become effective immediately for the term of one (1) year and shall expire on , 20[] (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this Letter of Credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a letter in the form of Annex 2 hereto, appropriately completed and signed by an authorized representative of the Beneficiary, dated the date of presentation and (b) the original of the Letter of Credit and all amendments (or

photocopy of the original for partial drawings) and presented at our office located at *BNP PARIBAS C/O BNP PARIBAS RCC, INC., NEWPORT TOWER- SUITE 188, 525 WASHINGTON BOULEVARD, JERSEY CITY, NJ 07310*, attention: *Trade Finance Services* (or at any other office which may be designated by us by written notice delivered to you). Drawings under this Letter of Credit also may be presented by Beneficiary by means of facsimile. Drawings presented by facsimile shall be addressed to *BNP PARIBAS C/O BNP PARIBAS RCC, INC., NEWPORT TOWER- SUITE 188, 525 WASHINGTON BOULEVARD, JERSEY CITY, NJ 07310* Attention: *Trade Finance Services*, and transmitted to Fax No: (973) 988-4471. In the event of a presentation by fax, the original documents should not also be presented. YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO BNP PARIBAS (PHONE NO. 201-850-4680 OR 201-850-6486) PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION . A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your presentation at such office on any Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, we will honor the same by making payment in accordance with your payment instructions on or before the second succeeding Business Day after such presentation. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized representative of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day. This Letter of Credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for additional one-year periods, unless at least sixty (60) days prior to the Expiration Date we send you notice in writing by registered mail, return receipt requested or courier service at the above address that we hereby elect not to consider this Letter of Credit extended for such additional period; provided, however, that the final expiration date of this Letter of Credit will be [] (the "Final Expiration Date").

4. This Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the "ISP"), to the extent that such terms are not inconsistent with this Letter of Credit. As to matters not governed by the ISP, this Letter of Credit shall be governed by, and construed in accordance with, the laws of the State of New York, including, without limitation, the Uniform Commercial Code as in effect in the State of New York.

5. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices

referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this Letter of Credit no. _____.

CERTAIN ADMINISTRATIVE SERVICES FOR BNP PARIBAS MAY BE PROVIDED BY BNP PARIBAS RCC, INC., BNP PARIBAS, THROUGH ITS CANADA BRANCH, OR ANY DIRECT OR INDIRECT MAJORITY OWNED SUBSIDIARY OF BNP PARIBAS.

Very truly yours,
BNP PARIBAS
BY: BNP PARIBAS RCC, INC., AS AUTHORIZED AGENT

AUTHORIZED SIGNATURE

**ANNEX 1
TO LETTER OF CREDIT NO.**

Draft under Letter of Credit No.

[Month, Day, Year]

On [second business day next succeeding date of presentation]

Pay to [Beneficiary] U.S. \$ [not to exceed the Available Amount]
[Address 1]
[Address 2]

[insert any wire instructions]

For value received and charge to account of BNP Paribas Letter of Credit No. .

Beneficiary:

By:

Title:

**ANNEX 2
TO LETTER OF CREDIT NO.**

*To: BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER- SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE SERVICES*

Drawing under Letter of Credit No.

The undersigned, a duly authorized representative of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid located in , (“Beneficiary”), hereby states on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No. (the “Letter of Credit”) issued for the account of Avangrid Vineyard Wind, LLC that:

- 1) Vineyard Wind 1 LLC has failed to perform pursuant to that certain Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind 1 LLC, and as a result, the Beneficiary is entitled to payment of an amount equal to Dollars (\$) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, and (ii) the Letter of Credit will expire in fewer than thirty (30) Days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this letter and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the Available Amount to which Beneficiary is entitled to draft under said Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) as of the date hereof.

In witness whereof, Beneficiary has caused this letter to be duly executed and delivered by their duly authorized representative as of the date and year written below.

Date:

By:

Title:

**ANNEX 3
TO LETTER OF CREDIT NO.**

*To: BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER- SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE SERVICES*

Notice of surrender of Letter of Credit No.

Date:

Re: Letter of Credit No. issued for the account of Avangrid Vineyard Wind, LLC

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

Beneficiary:

By:

Title:

LETTER OF CREDIT

BNP PARIBAS
TRADE FINANCE SERVICES
787 SEVENTH AVENUE
NEW YORK, NY 10019

, 20[]

Irrevocable Standby Letter of Credit No.

Beneficiary:

Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid
100 East Old Country Road
Energy Procurement, 2nd Floor, Hicksville, NY 11801

Attn: Long-Term Clean Energy Supply

Applicant:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

Dear Madam or Sir:

We hereby establish for the account of Avangrid Vineyard Wind, LLC (the "Account Party"), our irrevocable standby letter of credit in your favor for an amount of USD [] (Dollars United States currency) (the "Available Amount"). Account Party has advised us that this letter of credit is issued in connection the Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind 1 LLC (as may be amended, supplemented or otherwise modified). This letter of credit shall (i) become effective immediately for the term of one (1) year and shall expire on , 20[] (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this Letter of Credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a letter in the form of Annex 2 hereto, appropriately completed and signed by an authorized representative of the Beneficiary, dated the date of presentation and (b) the original of the Letter of Credit and all amendments (or photocopy of the original for partial drawings) and presented at our office located at *BNP PARIBAS C/O BNP PARIBAS RCC, INC., NEWPORT TOWER- SUITE 188, 525 WASHINGTON*

BOULEVARD, JERSEY CITY, NJ 07310, attention: Trade Finance Services (or at any other office which may be designated by us by written notice delivered to you). Drawings under this Letter of Credit also may be presented by Beneficiary by means of facsimile. Drawings presented by facsimile shall be addressed to *BNP PARIBAS C/O BNP PARIBAS RCC, INC., NEWPORT TOWER- SUITE 188, 525 WASHINGTON BOULEVARD, JERSEY CITY, NJ 07310* Attention: Trade Finance Services, and transmitted to Fax No: (973) 988-4471. In the event of a presentation by fax, the original documents should not also be presented. YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO BNP PARIBAS (PHONE NO. 201-850-4680 OR 201-850-6486) PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION . A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your presentation at such office on any Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, we will honor the same by making payment in accordance with your payment instructions on or before the second succeeding Business Day after such presentation. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized representative of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day. This Letter of Credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for additional one-year periods, unless at least sixty (60) days prior to the Expiration Date we send you notice in writing by registered mail, return receipt requested or courier service at the above address that we hereby elect not to consider this Letter of Credit extended for such additional period; provided, however, that the final expiration date of this Letter of Credit will be [] (the "Final Expiration Date").

4. This Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the "ISP"), to the extent that such terms are not inconsistent with this Letter of Credit. As to matters not governed by the ISP, this Letter of Credit shall be governed by, and construed in accordance with, the laws of the State of New York, including, without limitation, the Uniform Commercial Code as in effect in the State of New York.

5. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this Letter of Credit no. _____.

CERTAIN ADMINISTRATIVE SERVICES FOR BNP PARIBAS MAY BE PROVIDED BY BNP PARIBAS RCC, INC., BNP PARIBAS, THROUGH ITS CANADA BRANCH, OR ANY DIRECT OR INDIRECT MAJORITY OWNED SUBSIDIARY OF BNP PARIBAS.

Very truly yours,
BNP PARIBAS
BY: BNP PARIBAS RCC, INC., AS AUTHORIZED AGENT

AUTHORIZED SIGNATURE

**ANNEX 1
TO LETTER OF CREDIT NO.**

Draft under Letter of Credit No.

[Month, Day, Year]

On [second business day next succeeding date of presentation]

Pay to [Beneficiary] U.S. \$ [not to exceed the Available Amount]

[Address 1]

[Address 2]

[insert any wire instructions]

For value received and charge to account of BNP Paribas Letter of Credit No. .

Beneficiary:

By:

Title:

**ANNEX 2
TO LETTER OF CREDIT NO.**

*To: BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER- SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE SERVICES*

Drawing under Letter of Credit No.

The undersigned, a duly authorized representative of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid located in _____, (“Beneficiary”), hereby states on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No. _____ (the “Letter of Credit”) issued for the account of Avangrid Vineyard Wind, LLC that:

- 1) Vineyard Wind 1 LLC has failed to perform pursuant to that certain Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind 1 LLC, and as a result, the Beneficiary is entitled to payment of an amount equal to _____ Dollars (\$) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, and (ii) the Letter of Credit will expire in fewer than thirty (30) Days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this letter and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$ _____, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the Available Amount to which Beneficiary is entitled to draft under said Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) as of the date hereof.

In witness whereof, Beneficiary has caused this letter to be duly executed and delivered by their duly authorized representative as of the date and year written below.

Date:
By:
Title:

**ANNEX 3
TO LETTER OF CREDIT NO.**

*To: BNP PARIBAS
C/O BNP PARIBAS RCC, INC.
NEWPORT TOWER- SUITE 188
525 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310
ATTN: TRADE FINANCE SERVICES*

Notice of surrender of Letter of Credit No.

Date:

Re: Letter of Credit No. issued for the account of Avangrid Vineyard Wind, LLC

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

Beneficiary:

By:

Title:

LETTER OF CREDIT

BANCO SANTANDER, S.A., NEW YORK BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

Date: , 20[]

Irrevocable Standby Letter of Credit No. []

Beneficiary:

Fitchburg Gas and Electric Light Company d/b/a Unitil
6 Liberty Lane West
Hampton, NH 03842-1720
Attn: Lisa Glover
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720

Applicant:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

Dear Madam or Sir:

We hereby establish for the account of Avangrid Vineyard Wind, LLC (the "Account Party"), our irrevocable standby letter of credit No. [] in your favor for an amount of USD [] (Dollars United States currency) (the

"Available Amount"). Account Party has advised us that this Letter of Credit is issued in connection with the Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) dated as of July 31, 2018 between Fitchburg Gas and Electric Light Company d/b/a Unitil and Vineyard Wind 1 LLC (as may be amended, supplemented or otherwise modified). This Letter of Credit shall (i) become effective immediately for the term of one (1) year and shall expire on , 20[] (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this Letter of Credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a letter in the form of Annex 2 hereto, appropriately completed and signed by an authorized representative of the Beneficiary, dated the date of presentation and (b) the original of the Letter of Credit and all

amendments (or photocopy of the original for partial drawings) and presented at our office located at BANCO SANTANDER, S.A., NEW YORK BRANCH 45 EAST 53RD STREET NEW YORK, NY 10022, attention Trade Operations. Drawings under this Letter of Credit may also be presented by Beneficiary by means of facsimile. Drawings presented by facsimile shall be addressed to BANCO SANTANDER, S.A., NEW YORK BRANCH Attention: Trade Services, and transmitted to Fax No: 212 350-3535. In the event of a presentation by facsimile, the original documents need not also be presented. A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your presentation at such office on or before 10:00 a.m. Eastern Time on any Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, we will honor such drawing request on the second succeeding Business Day in accordance with your payment instructions. If we receive your presentation at such office after 10:00 a.m. Eastern Time on any Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, we will honor such drawing request on the third succeeding Business Day in accordance with your payment instructions. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This Letter of Credit shall terminate upon the earlier to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized representative of Beneficiary, accompanied by this Letter of Credit for cancellation and (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the preceding Business Day. This Letter of Credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for additional one-year periods from the current Expiration Date or any future Expiration Date, unless at least sixty (60) days prior to the Expiration Date we send you notice by registered mail, return receipt requested or courier service or hand delivery at the above address that we hereby elect not to consider this Letter of Credit extended for such additional period; provided, however, that the final expiration date of this Letter of Credit will be [].

4. This Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the "ISP"), to the extent that such terms are not inconsistent with this Letter of Credit. As to matters not governed by the ISP, this Letter of Credit shall be governed by, and construed in accordance with, the laws of the State of New York, including without limitation, to the extent not inconsistent with the ISP, the Uniform Commercial Code as in effect in the State of New York.

5. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices

referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this Letter of Credit shall be in writing and shall

be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this Letter of Credit no. _____.

VERY TRULY YOURS,

BANCO SANTANDER, S.A., NEW YORK BRANCH

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

**ANNEX 1
TO LETTER OF CREDIT NO.**

Draft under Letter of Credit No.

[Month, Day, Year]

On [second business day next succeeding date of presentation]

Pay to [Beneficiary] U.S. \$ [not to exceed the Available Amount]
[Address 1]
[Address 2]

[insert any wire instructions]

For value received and charge to account of Letter of Credit No. .

By:

Title:

**ANNEX 2
TO LETTER OF CREDIT NO.**

Drawing under Letter of Credit No.

The undersigned, a duly authorized representative of Fitchburg Gas and Electric Light Company d/b/a Unitil located in , (“Beneficiary”), hereby states on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No. (the “Letter of Credit”) issued for the account of Avangrid Vineyard Wind, LLC, that:

- 1) [Vineyard Wind 1 LLC has failed to perform pursuant to that certain Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) between Beneficiary and Vineyard Wind 1 LLC, and as a result, the Beneficiary is entitled to payment of an amount equal to
Dollars United States currency (\$) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, and (ii) the Letter of Credit will expire in fewer than thirty (30) Days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this letter and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the Available Amount to which Beneficiary is entitled to draft under said Offshore Wind Generation Unit Power Purchase Agreement (Facility 1) as of the date hereof.

In witness whereof, Beneficiary has caused this letter to be duly executed and delivered by its duly authorized representative as of the date and year written below.

Date:

By:

Title:

**ANNEX 3
TO LETTER OF CREDIT NO.**

Notice of surrender of Letter of Credit No.

Date:

Attention: Letter of Credit Department

Re: Letter of Credit No. issued for the account of Avangrid Vineyard Wind, LLC

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

By:

Title:

LETTER OF CREDIT

BANCO SANTANDER, S.A., NEW YORK BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

Date: , 20[]

Irrevocable Standby Letter of Credit No. []

Beneficiary:

Fitchburg Gas and Electric Light Company d/b/a Unitil
6 Liberty Lane West
Hampton, NH 03842-1720
Attn: Lisa Glover
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720

Applicant:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

Dear Madam or Sir:

We hereby establish for the account of Avangrid Vineyard Wind, LLC (the "Account Party"), our irrevocable standby letter of credit No. [] in your favor for an amount of USD [] (Dollars United States currency) (the "Available Amount"). Account Party has advised us that this Letter of Credit is issued in connection with the Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) dated as of July 31, 2018 between Fitchburg Gas and Electric Light Company d/b/a Unitil and Vineyard Wind 1 LLC (as may be amended, supplemented or otherwise modified). This Letter of Credit shall (i) become effective immediately for the term of one (1) year and shall expire on , 20[] (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this Letter of Credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a letter in the form of Annex 2 hereto, appropriately completed and signed by an authorized representative of the Beneficiary, dated the date of presentation and (b) the original of the Letter of Credit and all amendments (or photocopy of the original for partial drawings) and presented at our office located at BANCO SANTANDER, S.A., NEW YORK BRANCH 45 EAST 53RD STREET NEW YORK, NY 10022,

attention Trade Operations. Drawings under this Letter of Credit may also be presented by Beneficiary by means of facsimile. Drawings presented by facsimile shall be addressed to BANCO SANTANDER, S.A., NEW YORK BRANCH Attention: Trade Services, and transmitted to Fax No: 212 350-3535. In the event of a presentation by facsimile, the original documents need not also be presented. A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your presentation at such office on or before 10:00 a.m. Eastern Time on any Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, we will honor such drawing request on the second succeeding Business Day in accordance with your payment instructions. If we receive your presentation at such office after 10:00 a.m. Eastern Time on any Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, we will honor such drawing request on the third succeeding Business Day in accordance with your payment instructions. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This Letter of Credit shall terminate upon the earlier to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized representative of Beneficiary, accompanied by this Letter of Credit for cancellation and (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the preceding Business Day. This Letter of Credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for additional one-year periods from the current Expiration Date or any future Expiration Date, unless at least sixty (60) days prior to the Expiration Date we send you notice by registered mail, return receipt requested or courier service or hand delivery at the above address that we hereby elect not to consider this Letter of Credit extended for such additional period; provided, however, that the final expiration date of this Letter of Credit will be [].

4. This Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the "ISP"), to the extent that such terms are not inconsistent with this Letter of Credit. As to matters not governed by the ISP, this Letter of Credit shall be governed by, and construed in accordance with, the laws of the State of New York, including without limitation, to the extent not inconsistent with the ISP, the Uniform Commercial Code as in effect in the State of New York.

5. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this Letter of Credit no. _____.

VERY TRULY YOURS,

BANCO SANTANDER, S.A., NEW YORK BRANCH

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

**ANNEX 1
TO LETTER OF CREDIT NO.**

Draft under Letter of Credit No.

[Month, Day, Year]

On [second business day next succeeding date of presentation]

Pay to [Beneficiary] U.S. \$ [not to exceed the Available Amount]
[Address 1]
[Address 2]

[insert any wire instructions]

For value received and charge to account of Letter of Credit No. .

By:

Title:

**ANNEX 2
TO LETTER OF CREDIT NO.**

Drawing under Letter of Credit No.

The undersigned, a duly authorized representative of Fitchburg Gas and Electric Light Company d/b/a Unitil located in , (“Beneficiary”), hereby states on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No. (the “Letter of Credit”) issued for the account of Avangrid Vineyard Wind, LLC, that:

- 1) [Vineyard Wind 1 LLC has failed to perform pursuant to that certain Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) between Beneficiary and Vineyard Wind 1 LLC, and as a result, the Beneficiary is entitled to payment of an amount equal to
Dollars United States currency (\$) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, and (ii) the Letter of Credit will expire in fewer than thirty (30) Days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this letter and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the Available Amount to which Beneficiary is entitled to draft under said Offshore Wind Generation Unit Power Purchase Agreement (Facility 2) as of the date hereof.

In witness whereof, Beneficiary has caused this letter to be duly executed and delivered by its duly authorized representative as of the date and year written below.

Date:

By:

Title:

**ANNEX 3
TO LETTER OF CREDIT NO.**

Notice of surrender of Letter of Credit No.

Date:

Attention: Letter of Credit Department

Re: Letter of Credit No. issued for the account of Avangrid Vineyard Wind, LLC

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

By:

Title:

**EXHIBIT O-2
TO
CREDIT AGREEMENT
FORM OF BOEM LETTER OF CREDIT**

See attached.

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER DATED

BANCO SANTANDER, S.A., NEW YORK BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

BENEFICIARY:

United States Department of the Interior
Bureau of Ocean Energy Management
Attn: Program Manager, Office of Renewable
Energy Programs
45600 Woodland Road
Mailstop: VAM-OREP
Sterling, VA 20166

APPLICANT:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

At the request of and for the account of Applicant named above, **BANCO SANTANDER, S.A., NEW YORK BRANCH** hereby establishes in favor of the Beneficiary named above (hereinafter referred to as "Beneficiary" or "BOEM") its Irrevocable Standby Letter of Credit number ##### ("Letter of Credit") whereby, subject to the terms and conditions contained herein, only the Beneficiary is hereby authorized to draw on BANCO SANTANDER, S.A., NEW YORK BRANCH, by Beneficiary's draft or drafts at sight for an aggregate amount up to but not exceeding \$[] ([] United States Dollars) (the "Face Amount").

This Letter of Credit is irrevocable and is established as a performance security pursuant to BOEM regulation 30 C.F.R. 585.516(a)(2) and the terms and conditions of commercial renewable energy lease OCS-A 0501 (the "Lease") entered into between the Bureau of Ocean Energy Management ("BOEM") and Vineyard Wind 1 LLC, as assignee of Vineyard Wind LLC (the "Lessee"). This Letter of Credit is intended to secure the monetary and non-monetary obligations imposed on the Lessee pursuant to the Lease and applicable regulations, and other authorizations or approvals arising therefrom, including, but not limited to, the maintenance of required financial security in accordance with the provisions of the Lease and BOEM regulations, the payment of rentals and royalties, and the performance of decommissioning associated with the Lease ("the Obligations").

The term "Beneficiary" includes any successor by operation of law of the named beneficiary (hereinafter, the "Successor Government Entity" or "SGE"). This Letter of Credit is automatically transferred in whole but not in part in favor of the SGE whom has succeeded to Beneficiary's right, title and interest in and to this Letter of Credit and all exhibits thereto.

This Letter of Credit will be effective immediately as of the date hereof and will expire on the Expiration Date. As used herein, "Expiration Date" means the earlier to occur of:

- (1) The Close of Business exactly one year from the date hereof; or
- (2) the date BANCO SANTANDER, S.A., NEW YORK BRANCH honors the last drawing available hereunder; or
- (3) the date this Letter of Credit is surrendered to BANCO SANTANDER, S.A., NEW YORK BRANCH for cancellation by Beneficiary.

This Letter of Credit will be automatically extended without amendment for additional twelve (12) month periods from the present or each future Expiration Date, unless at least sixty (60) days prior to the Expiration Date BANCO SANTANDER, S.A., NEW YORK BRANCH sends notice in writing to the Beneficiary via hand delivery or overnight courier at the above address, that BANCO SANTANDER, S.A., NEW YORK BRANCH elects not to automatically extend this Letter of Credit for any additional period; provided, however, that the final expiration date of this Letter of Credit will be no later than [].

At any time this Letter of Credit is in effect, the Beneficiary may draw on it for any unutilized amount, up to the Face Amount to pay the costs of correcting any non-compliance or default in the Obligations as they are defined above. The Beneficiary will determine whether such noncompliance or default has occurred and BANCO SANTANDER, S.A., NEW YORK BRANCH will not challenge the Beneficiary's non-compliance or default determination.

Partial and multiple drawings are permitted.

Funds under this Letter of Credit will be available to the Beneficiary upon presentation to BANCO SANTANDER, S.A., NEW YORK BRANCH, at our counters at our office located at 45 East 53rd Street New York, NY 10022, of:

- (1) A sight draft drawn on BANCO SANTANDER, S.A., NEW YORK BRANCH in the form of Exhibit A hereto (which is an integral part of this Letter of Credit) in the amount of Beneficiary's demand (which amount, together with the amounts of any previous sight draft presented hereunder, will not exceed the Face Amount);
- (2) A drawing certificate in the form of Exhibit B hereto (which is an integral part of this Letter of Credit) duly executed and delivered by the Beneficiary's authorized representative; and
- (3) The original Letter of Credit, plus any amendments.

DRAWINGS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NO. 212 350-3535 (EACH SUCH DRAWING, A "FAX DRAWING") ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRATION DATE AND THE ORIGINAL DRAWING CERTIFICATES ARE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO THE ABOVE ADDRESS, BUT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFECTIVENESS OF THE FAX PRESENTATION. A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 212 350-3535.

BANCO SANTANDER, S.A., NEW YORK BRANCH hereby agrees that any sight draft drawn under and in compliance with the terms of this Letter of Credit will be duly honored by BANCO

SANTANDER, S.A., NEW YORK BRANCH upon delivery of the above specified drawing certificate and original Letter of Credit, if presented on or before the Expiration Date at BANCO SANTANDER, S.A., NEW YORK BRANCH's counters. In the event a drawing is made by the Beneficiary hereunder at or prior to 10:00 a.m. New York time on a Business Day, and provided that such drawing and documents presented in connection therewith conform to the terms and conditions hereof, payment will be made to the Beneficiary in the amount specified, in immediately available funds, by close of day, New York time, on the second succeeding Business Day. If a drawing is made by the Beneficiary hereunder after 10:00 a.m. New York time, on a Business Day, and provided that such drawing and documents presented in connection therewith conform to the terms and conditions hereof, payment will be made to the Beneficiary in the amount specified, in immediately available funds, by close of day, New York time, on the third succeeding Business Day. Presentations for drawing may be delivered in person, by certified mail, or by express courier delivery.

As stipulated herein, "Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in New York are authorized or required by law to close. If any drawing, or the documentation presented in connection therewith, does not conform to the terms and conditions hereof, BANCO SANTANDER, S.A., NEW YORK BRANCH will advise the Beneficiary of the same by telephone or email and give the reasons for such non-conformance.

This Letter of Credit sets forth in full the terms of our undertaking. Reference in this Letter of Credit to other documents or instruments, other than the Exhibits hereto, is for identification purposes only and such reference will not modify or affect the terms hereof or cause such documents or instruments to be deemed incorporated herein.

This Standby Letter of Credit is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590 and as to matters not governed by ISP98, this Standby Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York. All disputes arising out of or in connection with this Letter of Credit will be resolved exclusively in the federal courts in the District of Columbia and the parties hereto consent to the jurisdiction and venue of such courts. Without limiting the foregoing, all regulations governing financial assurance included within 30 C.F.R. part 585 are incorporated herein by reference.

Other than as provided herein, communications with respect to this Letter of Credit will be in writing, will specifically refer to Beneficiary and to : BANCO SANTANDER, S.A., NEW YORK BRANCH's Letter of Credit No. _____, and will be addressed to 45 EAST 53RD STREET NEW YORK, NY 10022.

FOR THE AVOIDANCE OF DOUBT, IT SHOULD BE NOTED THAT WE ARE A CREDIT INSTITUTION INCORPORATED AND HAVING OUR CENTER OF MAIN INTERESTS AND OPERATIONS IN SPAIN AND WE ARE THEREFORE SUBJECT TO THE EUROPEAN UNION AND SPANISH INSOLVENCY LAWS AND OTHER LAWS RELATING TO OR AFFECTING THE RIGHTS OF CREDIT INSTITUTIONS CREDITORS' GENERALLY, ALLOWING THE COURTS OF COMPETENT JURISDICTION AND RECOVERY AND RESOLUTION AUTHORITIES

THEREUNDER TO, UPON AN INSOLVENCY OR RESOLUTION, REDUCE, CONVERT OR CANCEL THE RIGHTS OF OUR CREDITORS.

VERY TRULY YOURS,

BANCO SANTANDER, S.A., NEW YORK BRANCH

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

EXHIBIT "A"
SIGHT
DRAFT

To:
BANCO SANTANDER, S.A., NEW YORK
BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

RE: Irrevocable Standby Letter of Credit Number _____ issued by BANCO SANTANDER, S.A., NEW YORK BRANCH to United States Department of the Interior Bureau of Ocean and Energy Management ("Letter of Credit")

At sight pay to the order of _____, the sum of _____ U.S. Dollars (USD _____) by close of day New York time on the second succeeding Business Day after the date of receipt of this Sight Draft by BANCO SANTANDER, S.A., NEW YORK BRANCH, provided such day is a Business Day and this Sight Draft has been presented prior to 10:00 a.m. New York time during BANCO SANTANDER, S.A., NEW YORK BRANCH regular business hours, and otherwise by close of day New York time, on the third succeeding Business Day after the date of receipt of this Sight Draft by BANCO SANTANDER, S.A., NEW YORK BRANCH, provided, further that this Sight Draft and the other documents presented in connection herewith conform to the terms and conditions of the Letter of Credit.

In witness whereof, _____, through its authorized representative, has executed and delivered this Sight Draft this ____ day of _____, 20__.

(Beneficiary)

By:

Name:

Title:

EXHIBIT 'B' DRAWING CERTIFICATE

To:
BANCO SANTANDER, S.A., NEW YORK BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

RE: Irrevocable Standby Letter of Credit Number issued by BANCO SANTANDER, S.A., NEW YORK BRANCH to United States Department of the Interior Bureau of Ocean and Energy Management ("Letter of Credit"; capitalized terms used but not defined in this Drawing Certificate have the meanings ascribed to them in the Letter of Credit)

This is a drawing certificate under the above-mentioned Letter of Credit.

I, , an authorized representative of , do hereby certify that the Lessee

- (1) Is in noncompliance with one or more terms or conditions of the Lease, applicable regulations, or other authorizations or approvals arising therefrom; or
- (2) Has defaulted on one of the conditions under which the Beneficiary accepted the Letter of Credit; or
- (3) Has not provided replacement security within 60 days of notice from BANCO SANTANDER, S.A., NEW YORK BRANCH that it elects not to automatically extend the letter of credit for any additional period.

In accordance with the terms of the Letter of Credit, is entitled to and hereby demands USD \$, such amount to be paid to by wire transfer in immediately available funds to: (insert wire instructions), which, certifies it is entitled to under the Letter of Credit.

In witness whereof, , through its authorized representative, has executed and delivered this drawing certificate this __ day of , 20__.

(Beneficiary)

By:

Name:

Title:

**EXHIBIT O-3
TO
CREDIT AGREEMENT**

FORM OF NEW BEDFORD LETTER OF CREDIT

See attached.

LETTER OF CREDIT

BANCO SANTANDER, S.A., NEW YORK BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

[Date]

Irrevocable Standby Letter of Credit No.

Beneficiary:

The Massachusetts Clean Energy Technology Center
63 Franklin Street, 3rd Floor
Boston, Massachusetts, 02110

Attn: Rachel Perez

Controller

617-315-9338

Email – RPerez@MassCEC.com and Finance@MassCEC.com

Applicant:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

Dear Madam or Sir:

We hereby establish for the account of Avangrid Vineyard Wind, LLC (the “Account Party”), our irrevocable standby letter of credit in your favor for an amount of USD \$[]

() Dollars United States currency) (the “Available

Amount”). Account Party has advised us that this letter of credit is issued in connection with the Amended and Restated Lease Agreement dated as of August 11, 2020, between Vineyard Wind LLC as predecessor-in-interest to the Vineyard Wind 1 LLC and Massachusetts Clean Energy Technology Center (the “Beneficiary”) (as amended and as may be further amended, supplemented or otherwise modified, the “Lease”). This letter of credit shall (i) become effective

immediately for the term of one (1) year and shall expire on [] (the “Expiration Date”), and

(ii) is subject to the following:

1. Funds under this letter of credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a certificate in the form of

Annex 2 hereto, appropriately completed and signed by an authorized officer of Beneficiary, dated the date of presentation and (b) the original of the letter of credit and all amendments (or photocopy of the original for partial drawings) and presented at our office located at **45 EAST 53RD STREET NEW YORK, NY 10022**, attention Trade Services (or at any other office which may be designated by us by written notice delivered to you). DRAWINGS PRESENTED BY TELEFACSIMILE (“FAX”) TO FAX NO. 212 350-3535 (EACH SUCH DRAWING, A “FAX DRAWING”) ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRATION DATE AND THE ORIGINAL DRAWING CERTIFICATES ARE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO THE ABOVE ADDRESS, BUT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFECTIVENESS OF THE FAX PRESENTATION. A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 212 350-3535. A presentation under this letter of credit may be made only on a day, and during hours, in which such office is open for business (a “Business Day”). If we receive your presentation at such office on any Business Day, all in strict conformity with the terms and conditions of this letter of credit, we will honor the same by making payment in accordance with your payment instructions on or before the second succeeding Business Day after such presentation. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This letter of credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized officer of Beneficiary, accompanied by this letter of credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next succeeding Business Day. This letter of credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of the letter of credit that it shall be deemed to be automatically extended without amendment for additional one-year periods, unless at least sixty (60) days prior to the Expiration Date we send you notice by registered mail, return receipt requested or courier service or hand delivery at the above address and simultaneously with a copy by e-mail to bcarlisle@masscec.com and jhitt@masscec.com that we hereby elect not to consider this letter of credit extended for such additional period; provided, however, that the final expiration date of this letter of credit will be as of [] (the “Final Expiration Date”).

4. This letter of credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the “ISP”), to the extent that such terms are not inconsistent with this letter of credit. As to matters not governed by the ISP, this letter of credit shall be governed by, and construed in accordance with, the laws of the State of New York, including without limitation, to the extent not inconsistent with ISP98, the Uniform Commercial Code as in effect in the State of New York.

5. This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement (including without limitation, the Lease) referred to herein, except for Annexes 1, 2 and 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this letter of credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this letter of credit no. _____.

FOR THE AVOIDANCE OF DOUBT, IT SHOULD BE NOTED THAT WE ARE A CREDIT INSTITUTION INCORPORATED AND HAVING OUR CENTER OF MAIN INTERESTS AND OPERATIONS IN SPAIN AND WE ARE THEREFORE SUBJECT TO THE EUROPEAN UNION AND SPANISH INSOLVENCY LAWS AND OTHER LAWS RELATING TO OR AFFECTING THE RIGHTS OF CREDIT INSTITUTIONS CREDITORS' GENERALLY, ALLOWING THE COURTS OF COMPETENT JURISDICTION AND RECOVERY AND RESOLUTION AUTHORITIES THEREUNDER TO, UPON AN INSOLVENCY OR RESOLUTION, REDUCE, CONVERT OR CANCEL THE RIGHTS OF OUR CREDITORS.

VERY TRULY YOURS,

BANCO SANTANDER, S.A., NEW YORK BRANCH

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

**ANNEX 1
TO LETTER OF CREDIT NO.**

Draft under Letter of Credit No.

[Month, Day, Year]

On [second business day next succeeding date of presentation]

Pay to The Massachusetts Clean Energy Technology Center U.S. \$
[not to exceed the Available Amount]

[Address 1]

[Address 2]

[insert any wire instructions]

For value received and charge to account of Letter of Credit No. .

By:

Title:



**ANNEX 2
TO LETTER OF CREDIT NO.**

Drawing under Letter of Credit No.

The undersigned, a duly authorized officer of the Massachusetts Clean Energy Technology Center, a public instrumentality located in the Commonwealth of Massachusetts, (“Beneficiary”), hereby certifies on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No.

(the “Letter of Credit”) issued for the account of Avangrid Vineyard Wind, LLC, that:

- 1) [Pursuant to that certain Amended and Restated Lease Agreement dated as of August 11, 2020, between Vineyard Wind LLC as predecessor-in-interest to Vineyard Wind 1 LLC and Massachusetts Clean Energy Technology Center (the “Beneficiary”) (as amended and as may be further amended, supplemented or otherwise modified, the “Lease”) Financing Contingency Deposit as defined in said Lease has become the sole property of the Beneficiary and as a result, the Beneficiary is entitled to payment of an amount equal to Dollars (\$) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, (ii) the Letter of Credit will expire in fewer than sixty (60) Days from the date hereof, and (iii) Vineyard Wind 1 LLC has failed to deliver to Beneficiary a replacement letter of credit satisfying the requirements of the Agreement. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this certificate and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the amount which Beneficiary is entitled to draft under said Agreement as of the date hereof.

In witness whereof, Beneficiary has caused this certificate to be duly executed and delivered by its duly authorized officer as of the date and year written below.

Date:

By:

Title:

**ANNEX 3
TO LETTER OF CREDIT NO.**

Notice of surrender of Letter of Credit No.

Date:

Attention: Letter of Credit Department

Re: Letter of Credit No. issued for the account of Avangrid Vineyard Wind, LLC

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

By:

Title:

**EXHIBIT O-4
TO
CREDIT AGREEMENT**

RESERVED

**EXHIBIT O-5
TO
CREDIT AGREEMENT**

FORM OF WATER COMMISSION LETTER OF CREDIT

See attached.

LETTER OF CREDIT

BANCO SANTANDER, S.A., NEW YORK BRANCH
45 EAST 53RD STREET
NEW YORK, NY 10022

[Date]

Irrevocable Standby Letter of Credit No.

Beneficiary:

Centerville-Osterville-Marstons Mills Fire District / Water Department

[]
[]

Attn: [Name]
[Title]
[Phone]
[Fax]

Applicant:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

Dear Madam or Sir:

We hereby establish for the account of Avangrid Vineyard Wind, LLC (the "Account Party"), our irrevocable standby letter of credit in your favor for an amount of USD \$[] ([*Amt in words*] Dollars United States currency) (the "Available Amount"). Account Party has advised us that this letter of credit is issued in connection with the Memorandum of Agreement dated as of July 14, 2021, between Vineyard Wind 1 LLC and Beneficiary (as amended and as may be further amended, supplemented or otherwise modified). This letter of credit shall (i) become effective immediately for the term of one (1) year and shall expire on [] (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this letter of credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a certificate in the form of Annex 2 hereto, appropriately completed and signed by an authorized officer of Beneficiary, dated the date of presentation and (b) the original of the letter of credit and all amendments (or photocopy of the original for partial drawings) and presented at our office located at **45 EAST**

53RD STREET NEW YORK, NY 10022, attention Trade Services (or at any other office which may be designated by us by written notice delivered to you). A presentation under this letter of credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your presentation at such office on any Business Day, all in strict conformity with the terms and conditions of this letter of credit, we will honor the same by making payment in accordance with your payment instructions on or before the third succeeding Business Day after such presentation. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This letter of credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized officer of Beneficiary, accompanied by this letter of credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the preceding Business Day. This letter of credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of the letter of credit that it shall be deemed to be automatically extended without amendment for additional one-year periods, unless at least sixty (60) days prior to the Expiration Date we send you notice by registered mail, return receipt requested or courier service or hand delivery at the above address that we hereby elect not to consider this letter of credit extended for such additional period; provided, however, that the final expiration date of this letter of credit will be the Water Commission Letter of Credit Maturity Date (as defined in that certain Credit Agreement, dated as of [], 2021, by and among the Applicant, Banco Santander S.A., New York Branch, as the administrative agent, and the lenders, issuing lenders and other persons party thereto from time to time) (the "Final Expiration Date").

4. This letter of credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the "ISP"), to the extent that such terms are not inconsistent with this letter of credit. As to matters not governed by the ISP, this letter of credit shall be governed by, and construed in accordance with, the laws of the State of New York, including without limitation, to the extent not inconsistent with ISP98, the Uniform Commercial Code as in effect in the State of New York.

5. This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 5.

6. Communications with respect to this letter of credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this letter of credit no. _____.

FOR THE AVOIDANCE OF DOUBT, IT SHOULD BE NOTED THAT WE ARE A CREDIT INSTITUTION INCORPORATED AND HAVING OUR CENTER OF MAIN INTERESTS AND OPERATIONS IN SPAIN AND WE ARE THEREFORE SUBJECT TO THE EUROPEAN UNION AND SPANISH INSOLVENCY LAWS AND OTHER LAWS RELATING TO OR AFFECTING THE RIGHTS OF CREDIT INSTITUTIONS CREDITORS' GENERALLY, ALLOWING THE COURTS OF COMPETENT JURISDICTION AND RECOVERY AND RESOLUTION AUTHORITIES THEREUNDER TO, UPON AN INSOLVENCY OR RESOLUTION, REDUCE, CONVERT OR CANCEL THE RIGHTS OF OUR CREDITORS.

VERY TRULY YOURS,

BANCO SANTANDER, S.A., NEW YORK BRANCH

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

**ANNEX 1
TO LETTER OF CREDIT NO.**

Draft under Letter of Credit No.

[Month, Day, Year]

On [third business day next succeeding date of presentation]

Pay to [] U.S. \$ [not to exceed the Available Amount]

[Address 1]

[Address 2]

[insert any wire instructions]

For value received and charge to account of Letter of Credit No. .

By:

Title:

**ANNEX 2
TO LETTER OF CREDIT NO.**

Drawing under Letter of Credit No.

The undersigned, a duly authorized officer of Centerville-Osterville-Marstons Mills Fire District / Water Department, a [] located in [], (“Beneficiary”), hereby certifies on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No. (the “Letter of Credit”) issued for the account of Avangrid Vineyard Wind, LLC, that:

- 1) [pursuant to that certain Memorandum of Agreement between Beneficiary and Vineyard Wind 1 LLC dated as of July 14, 2021 (“Agreement”), an Event of Default as defined in said Agreement has occurred and as a result, the Beneficiary is entitled to payment of an amount equal to Dollars (\$) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, (ii) the Letter of Credit will expire in fewer than thirty (30) Days from the date hereof, and (iii) Vineyard Wind 1 LLC has failed to deliver to Beneficiary a replacement letter of credit satisfying the requirements of the Agreement. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this certificate and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the amount which Beneficiary is entitled to draft under said Agreement as of the date hereof.

In witness whereof, Beneficiary has caused this certificate to be duly executed and delivered by its duly authorized officer as of the date and year written below.

Date:

By:

Title:

**ANNEX 3
TO LETTER OF CREDIT NO.**

Notice of surrender of Letter of Credit No.

Date:

Attention: Letter of Credit Department

Re: Letter of Credit No. issued for the account of Avangrid Vineyard Wind, LLC

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the "Letter of Credit"). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

By:

Title:

EXHIBIT P
Subordination Terms

Capitalized terms used in this Exhibit P and not otherwise defined in this Exhibit P have the meanings set forth in that certain Credit Agreement, dated as of September 15, 2021, among Avangrid Vineyard Wind, LLC, as Borrower, the Lenders and Issuing Lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as Administrative Agent, MUFG Union Bank, N.A., as Collateral Agent, Banco Santander, S.A., New York Branch, as Green Loan Coordinator and the other persons party thereto from time to time (the "Credit Agreement"). The principles of interpretation set forth in Section 1.02 (*Terms Generally*) of the Credit Agreement shall apply to, and are hereby incorporated by reference in, these Subordination Terms. In addition, the following terms shall have the following respective meanings set out below:

"Senior Parties" shall mean the holders from time to time of the Obligations, including any transferee or assignee of any such holder.

"Subordinated Obligations" shall mean any and all Indebtedness, liabilities and other obligations, whether for principal, interest, premium, fees, costs, expenses, reimbursements, indemnities or other amounts (including any amounts owing in respect of a breach of the representations, warranties or covenants thereunder) in respect of any obligations (including rights of subrogation against any Loan Party obtained under any Transaction Document), now or hereafter owing by any Loan Party to any of its Affiliates, including interest on any amount thereof accruing after the date of any filing by any Loan Party of any petition in bankruptcy or the commencement of any bankruptcy, reorganization, insolvency or similar proceedings with respect to any Loan Party.

"Subordinated Parties" shall mean the holders from time to time of the Subordinated Obligations, including any transferee or assignee of any such holder.

"Subordination Terms" shall mean the terms of subordination set out in this Exhibit.

1. The Subordinated Obligations are expressly and irrevocably made subordinate, to the extent and in the manner hereinafter set forth, in right of payment and in liquidation to the prior payment in full of the Obligations.
 2. The Subordinated Parties may not permit, ask, demand, make any claim for, sue for, accelerate, institute any action or proceeding for, otherwise exercise any remedy for, take, receive or accept from any Loan Party, directly or indirectly, in cash, securities or other property, by purchase or redemption, or by set-off or in any other manner, including, from or by way of collateral, payment of all or any of the subordinated Indebtedness, or otherwise pursue any right or remedy with respect to the subordinated Indebtedness unless and until ninety days after the Termination Date has occurred, whether or not any default shall have occurred under the Obligations and whether or not any amount in respect of the Obligations shall then be due and payable; provided, that the Subordinated Parties may receive, and any Loan Party may pay, principal, interest or other amounts on the subordinated Indebtedness if and to the extent that such payment is permitted pursuant to
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each Financing Document (including pursuant to Section 6.07 (Restricted Payments) of the Credit Agreement to be made with amounts on deposit in the Distribution Account). Until ninety days after the Termination Date, the Subordinated Parties shall not take any action to accelerate the maturity under the subordinated Indebtedness or to pursue any rights or remedies under the documents in respect of the subordinated Indebtedness.

3. Any payment or security paid or given by any Loan Party to the Subordinated Parties in connection with the subordinated Indebtedness that is not permitted by the Financing Documents or this Exhibit P shall be deemed to have been received by or on behalf of the Subordinated Parties in trust for the benefit of the Secured Parties, segregated from other funds of the Subordinated Parties, and immediately shall be turned over, in the form received (except for the endorsement or assignment of such Subordinated Parties to the Collateral Agent, if requested by the Administrative Agent), for application in reduction of, or as security for, the Obligations or otherwise as the Collateral Agent determines in accordance with or as contemplated by the Security Documents. In the event that the Subordinated Parties fail to take such action requested by the Collateral Agent, the Collateral Agent may, as attorney-in-fact for the Subordinated Parties, take such action on behalf of the Subordinated Parties.

No Subordinated Party shall accept or obtain (i) any Lien on any property of any Loan Party as security for any of the subordinated Indebtedness, or (ii) any guaranty or other claim or right of recourse against any Loan Party or any property of any Loan Party. If, notwithstanding the foregoing, any Subordinated Party shall accept or obtain any Lien on any property of any or all of any Loan Party, such Lien shall be subordinated in all respects to the Liens securing the Obligations, and to the extent any Subordinated Party receives any proceeds on account of such Lien, such Subordinated Party shall hold such proceeds in trust for the Secured Parties and shall immediately remit such proceeds to the Administrative Agent for application to the payment of Obligations until all such Obligations has been indefeasibly paid in full in cash.

4. These Subordination Terms shall constitute a continuing offer and inducement to all Senior Parties, and are made for the benefit of the Senior Parties, which are obligees hereunder and entitled to enforce their rights hereunder, without any act or notice of acceptance hereof or reliance hereon. These Subordination Terms shall apply notwithstanding anything to the contrary contained in the Transaction Documents or otherwise.
5. All rights and remedies of the Administrative Agent and the Collateral Agent with respect to the Obligations and the Liens and security interests in or with respect to any property of any Loan Party (including the Liens created under the Security Documents and all rights and remedies of the Collateral Agent with respect to any insurance policies or insurance proceeds) are, and shall at all times continue to be superior in all respects to the interests of the Subordinated Parties.

Each Subordinated Party agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may

otherwise be available under applicable law with respect to any collateral securing the Obligations or any other similar rights a junior secured creditor may have under applicable law. Each Subordinated Party agrees that it will not (i) challenge or support any other person in challenging the enforceability, validity, priority, perfection or amount of the Obligations or the Liens securing the same, (ii) participate in any bankruptcy or other insolvency proceeding of any Loan Party or any subsidiary, and for avoidance of doubt, shall not file any pleadings or take any positions in any such proceedings, and (iii) shall not take any action that impairs or otherwise interferes with the exercise of any rights or remedies by any Secured Party pursuant to the Financing Documents or applicable law.

6. (a) In any insolvency, bankruptcy or other proceeding under any Debtor Relief Law in respect of any Loan Party:
- i. the Obligations shall first be paid in full and the discharge of the Obligations shall have occurred before any payment or distribution is made upon the subordinated Indebtedness.
 - ii. Each of the Administrative Agent and the Collateral Agent is hereby irrevocably authorized and empowered (in its own name or in the name of the Subordinated Parties or otherwise), but shall have no obligation, to demand, sue for, collect and receive every payment or distribution referred to herein and give acquittance therefor and to execute and file proofs of claim and other documents and take any other action (including enforcing any security interest or other lien securing payment of the subordinated Indebtedness) as may be directed in the Credit Agreement, to protect completely the Secured Parties' interest in the subordinated Indebtedness and their right of enforcement thereof. The Subordinated Parties shall execute and deliver to the Administrative Agent and the Collateral Agent such powers of attorney, assignments, or other instruments as may be requested, in order to accomplish the foregoing.
 - iii. No Subordinated Party shall authorize or consent to, accept or adopt any plan of reorganization, arrangement, adjustment or composition of or relating to any Loan Party thereof that contains any provisions inconsistent with the provisions in this Section 5(a)(i).
- (b) In any of the proceedings referred to in (a), any payment or distribution of any kind or character that may be payable or deliverable in respect of the subordinated Indebtedness shall be paid or delivered directly to the Collateral Agent for application in payment of the Obligations. Notwithstanding the foregoing sentence, in the event that any such payment or distribution shall be received by the Subordinated Parties before the Obligations are paid in full or provisions satisfactory to the Collateral Agent are made for such payment, any payment or distribution to or for the benefit of the Subordinated Parties shall be held by the Subordinated Parties in trust for the Collateral Agent, segregated from other funds of the Subordinated Parties, and immediately shall be turned over to the Collateral Agent, in the exact form received by the Subordinated Parties (or duly endorsed by the Subordinated Parties to the Collateral Agent, if required) to be applied against the Obligations in
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accordance with Section 7.03 (Application of Funds) of the Credit Agreement. The Collateral Agent shall have the right to vote the Subordinated Parties' claims with respect to the subordinated Indebtedness without regard to the interests of the Subordinated Parties, including to vote the same in connection with any resolution, arrangement, plan of reorganization, compromise, settlement or extension or any other matter which may come before any meeting of creditors of any Loan Party generally or in connection with, or in anticipation of, any insolvency or bankruptcy case or proceeding, or any proceeding under any Debtor Relief Laws, in such manner as the Senior Parties (or any such agent(s) thereof) shall determine appropriate in their sole discretion.

7. The Subordinated Parties:

- i. agree to execute and deliver to the Senior Parties (or such agent(s) thereof as they may from time to time designate in writing) all such further instruments confirming the above authorizations, and all such powers of attorney, proofs of claim, assignments of claim and other instruments, and to take all such other action as may be requested by the Senior Parties (or any such agent(s) thereof) in order to enable the Senior Parties (or any such agent(s) thereof) to enforce all claims upon or in respect of the Subordinated Obligations; and
 - ii. irrevocably waives all rights it has in its capacity as a holder of Subordinated Obligations in any insolvency, bankruptcy or other proceeding under any Debtor Relief Law) to object to, vote against, oppose or otherwise interfere with: (i) any plan of reorganization filed in such case with the support of the Senior Parties or (ii) any motion, stipulation, or complaint filed in such case with the support of the Senior Parties; and
 - iii. irrevocably authorizes and empowers the Senior Parties (or such agent(s) thereof as they may designate from time to time) on its behalf to take such action as may be necessary or appropriate to effectuate these Subordination Terms.
8. Each of the Administrative Agent, the Collateral Agent and the Secured Parties shall be an express third-party beneficiary of the provisions of these subordination terms that relate to the subordination, forbearance, and any provisions of any Financing Document.
9. The provisions of these Subordination Terms are intended solely for the purpose of defining the relative rights of the Subordinated Parties, on the one hand, and the Senior Parties, on the other hand. Nothing contained in these Subordination Terms relating to the Subordinated Obligations is intended to or shall:
- i. impair, as among any Loan Party, its creditors other than the Senior Parties, and the Subordinated Parties, the obligation of any Loan Party, which is absolute and unconditional, to pay to the Subordinated Parties (subject to the rights of the Senior Parties) the Subordinated Obligations as and when the same shall become due and payable in accordance with their terms; or
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- ii. affect the relative rights of the Subordinated Parties and creditors of any Loan Party other than the Senior Parties; or
 - iii. vitiate or otherwise affect the occurrence of a default in respect of the Subordinated Obligations to the extent that any failure to make a payment of any Subordinated Obligation by reason of these Subordination Terms would otherwise constitute such a default; or
 - iv. prevent any of the Subordinated Parties from exercising all remedies otherwise permitted by applicable law upon default in respect of the Subordinated Obligations, subject to the rights, if any, of the Senior Parties under these Subordination Terms to receive the cash, property, securities or other assets of any Loan Party received upon the exercise of any such remedy.
10. Each of the Administrative Agent and the Collateral Agent shall be authorized to demand specific performance of these subordination terms, whether or not any Loan Party shall have complied with any of the provisions hereof applicable to it, at any time when the Subordinated Parties shall have failed to comply with any of the provisions of these subordination terms applicable to them. The Subordinated Parties hereby irrevocably waive any defense based on the adequacy of a remedy at law or otherwise, which might be asserted as a bar to such remedy of specific performance.
11. No right of any Senior Party to enforce subordination as herein provided shall at any time in any way be prejudiced, impaired or waived by any act or failure to act on the part of any Loan Party or any Subordinated Party or by any act or failure to act or any delay in exercising any right, remedy or power hereunder by any Senior Party, or by any noncompliance by any Loan Party or any Subordinated Party with the terms, provisions and covenants of these Subordination Terms, regardless of any knowledge thereof any Senior Party may have or otherwise be charged with. Each and every right, remedy and power hereby granted to the Senior Parties or allowed to the Senior Parties by law or other agreements shall be cumulative and not exclusive of any other rights, remedies or powers that the Senior Parties might otherwise have, and may be exercised by the Senior Parties from time to time.
12. Without in any way limiting the generality of the foregoing paragraph, the occurrence of any one or more of the following (with or without the consent of or notice to any Subordinated Party), shall not cause any Senior Party to incur any obligation to any Subordinated Party and shall not impair or release the subordination provided in these Subordination Terms or the obligations hereunder of any Subordinated Party to the Senior Parties, even if any right of reimbursement or subrogation or other right or remedy of the Subordinated Parties is extinguished, affected or impaired thereby:
- i. at any time or from time to time, the time for any performance of or compliance with any Subordinated Obligation or any Obligation shall be extended, or such performance or compliance shall be waived;
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- ii. the terms, covenants or obligations relating to any Obligation are in any way amended, modified or supplemented (including pursuant to any amendment, modification or supplement to any Financing Document or any document or instrument relating to any of the foregoing);
 - iii. the maturity of any Subordinated Obligation or any Obligation shall be accelerated, or any Subordinated Obligation shall be modified, supplemented or amended in any respect (regardless of whether the consent of the Collateral Agent shall be given pursuant to paragraph 16(a)(iii) below);
 - iv. any Lien or guarantee shall be granted to, or in favor of, any Senior Party as security for any Obligation (regardless of whether any such Lien shall be perfected or whether any such guarantee shall be valid or shall at any time be released); any Lien shall be granted to, or in favor of, any Subordinated Party as security for any Subordinated Obligation (regardless of whether any such Lien shall be perfected); or
 - v. the assignment or transfer of any Senior Party's rights under or interest in any Obligation; or any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Loan Party or any Subordinated Party.
13. Without in any way limiting the generality of the foregoing paragraph 12, any Senior Party may, at any time and from time to time, without the consent of or notice to the Subordinated Parties, without incurring any obligation to the Subordinated Parties, and without impairing or releasing the subordination provided herein or the obligations hereunder of the Subordinated Parties, do any one or more of the following, even if any right of reimbursement or subrogation or other right or remedy of the Subordinated Parties is extinguished, affected or impaired thereby:
- i. change the manner, place or terms of payment of or extend the time of payment of, or renew or alter, Obligations owed to it or any collateral security or guarantee therefor, or otherwise amend or supplement in any manner, or enter into any compromise or settlement in respect of, the Obligations owed to it or any instrument evidencing the same or any agreement under which any Obligations owed to them are outstanding;
 - ii. sell, exchange, release, enforce, delay in enforcing, or otherwise deal with any property pledged, mortgaged or otherwise securing any Obligations owed to it;
 - iii. release any Person liable in any manner for any Obligations owed to it (including any guarantor thereof); and
 - iv. exercise or refrain from exercising any rights against any Loan Party and any other Person.
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14. The Subordinated Parties shall agree that, unless and until ninety days after the Termination Date has occurred:
- i. no payment whatsoever on account of any of the Subordinated Obligations or any judgment with respect thereto (and no payment on account of the purchase or redemption or other acquisition of the Subordinated Obligations) shall be made by or on behalf of any Loan Party;
 - ii. it shall not ask, demand, sue for, take or receive from any Loan Party, by set-off or in any other manner, payment of any of the Subordinated Obligations; and
 - iii. it shall not join with any creditor other than the Secured Parties in commencing, directly or indirectly, or causing any Loan Party to commence, or assist any Loan Party in commencing, any insolvency, bankruptcy or other proceeding under any Debtor Relief Law in respect of any Loan Party,

provided, that nothing herein shall be deemed to prohibit any payment of any of the Subordinated Obligations made in accordance with the proviso to paragraph 2 hereof. In the event that, notwithstanding the provisions of this paragraph 14, any Subordinated Party shall have received any payment or security prohibited by the provisions of this paragraph 14, including any such payment arising out of the exercise by any Subordinated Party of a right of set-off or counterclaim or any such payment received by reason of other Indebtedness of any Loan Party being subordinated to the Subordinated Obligations, then, and in any such event, the provisions of paragraph 3 above shall apply. The provisions of this paragraph 14 shall not alter the rights of the Senior Parties under the provisions of paragraph 6 hereof or otherwise.

15. The Subordinated Parties shall agree that no payment or distribution to the Secured Parties pursuant to the provisions herein shall entitle the Subordinated Parties to exercise any right of subrogation in respect thereof until ninety days after the Termination Date has occurred.

16. (a) The Subordinated Parties shall not:

- i. convert or exchange any of the subordinated Indebtedness into or for any other indebtedness or equity interest or subordinate, or permit to subordinate, any of the subordinated Indebtedness to any indebtedness of any Loan Party other than the obligations to Secured Parties; or
 - ii. sell, assign, pledge, encumber or otherwise dispose of any of the subordinated Indebtedness, except to any Loan Party.
 - iii. permit the terms of any of the subordinated Indebtedness to be changed, amended or modified without the prior written consent of the Collateral Agent other than any amendment that does not amend, waive or otherwise modify in any manner any of the terms herein applicable to such subordinated Indebtedness; provided, however, that the Subordinated Parties may permit the terms of any subordinated
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Indebtedness to be changed from time to time to forgive or cancel any subordinated Indebtedness, extend the maturity of such subordinated Indebtedness, postpone the due date of any payment(s) due thereunder or to reduce the rate of interest on such subordinated Indebtedness.

17. To the extent any payment of Obligations (whether by or on behalf of any Loan Party, as proceeds of security or enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential or is otherwise avoided, set aside or required to be paid to any receiver, trustee in bankruptcy, liquidating trustee, agent or other similar person under any bankruptcy, insolvency, receivership, fraudulent conveyance or similar law, then, if such payment is recovered by, or paid over to, such receiver, trustee in bankruptcy, liquidating trustee, agent or other similar person, the Obligations or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

Any diminution (whether pursuant to court decree or otherwise, including without limitation for any of the reasons described in the preceding paragraph) of any Loan Party's obligation to make any distribution or payment pursuant to any Obligations, except to the extent such diminution occurs by reason of the indefeasible repayment (which has not been disgorged or returned) of such Obligations in cash, shall have no force or effect for purposes of the subordination provisions contained in this Exhibit P, with any turnover of payments as otherwise calculated pursuant to this Exhibit P to be made as if no such diminution had occurred.

18. Each Subordinated Party and each Loan Party each hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and these subordination terms and any requirement that the Secured Parties protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other person or entity or any collateral.
 19. The obligations of the Subordinated Parties under these Subordination Terms shall continue to be effective, or be reinstated, as the case may be, if at any time any payment in respect of any Obligations, or any other payment to any Senior Party in its capacity as such, is rescinded or must otherwise be restored or returned by the holder of such Obligations upon the occurrence of any insolvency, bankruptcy or other proceeding under any Debtor Relief Law, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Loan Party or any substantial part of its property, or otherwise, all as though such payment had not been made.
 20. These Subordination Terms shall remain in full force and effect as between the Subordinated Parties and Senior Parties notwithstanding the occurrence of any insolvency, bankruptcy or other proceeding under any Debtor Relief Law in respect of any Loan Party affecting any Loan Party.
 21. Notwithstanding anything to the contrary in these Subordination Terms or any agreement into which they are incorporated, these Subordination Terms may be waived, modified,
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amended or otherwise changed only by a written agreement signed by the parties hereto and all of the Senior Parties.

22. All notices, requests, consents and demands hereunder shall be delivered to the intended recipient in the manner specified in Section 9.01 of the Credit Agreement or, if such recipient is not party to the Credit Agreement, at the "Address" specified beneath its name on the signature pages to the agreement containing these Subordination Terms or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in these Subordination Terms, all such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.
 23. These Subordination Terms shall incorporate Section 9.09 of the Credit Agreement as if it was set forth herein, *mutatis mutandis*.
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EXHIBIT Q
TO
CREDIT AGREEMENT
CAPACITY TRADING PROTOCOLS

The Project Company's authority to sell or buy capacity or otherwise participate in capacity markets shall be subject to the Project Company's compliance with the following requirements and conditions:

1. The Project Company may assign management of capacity market sales and obligations to a qualified third party as agent (the "Agent").
2. The Project Company or Agent may only offer capacity of the Project into the ISO-NE Forward Capacity Market, including each annual Forward Capacity Auction (defined herein as set forth in the ISO-NE Tariff), substitution auction, annual reconfiguration auctions, monthly reconfiguration auctions, and any other auctions that may take place under the ISO-NE Forward Capacity Market. In addition, the Project Company or Agent may enter into third-party bilateral capacity transactions.
3. The approval of the Administrative Agent shall be required to enter into third party-bilateral capacity transactions with a term of greater than twelve months or with total compensation to be paid by the purchaser thereunder equal to a greater than \$25,000,000.00.
4. The Project Company or Agent may offer up to the Available Qualified Capacity (as defined below) permitted to be offered by ISO-NE during the Capacity Offer Planning Meeting (as defined below). The Project Company or Agent may manage the Project's capacity exposure through periodic reconfiguration auctions and bilateral capacity transactions. "Available Qualified Capacity" means the maximum volume of capacity approved by ISO-NE that the Project may sell into the ISO-NE Forward Capacity Market for any single capacity commitment period, less any volume of capacity already committed through bilateral contracts.
5. The Project Company or Agent is responsible for posting and maintaining financial assurance and credit requirements issued by ISO-NE for participation in the ISO-NE Forward Capacity Market.
6. Upon receipt of any ISO-NE capacity auction results, the Project Company or Agent shall provide notice of the capacity supply obligations awarded to the Project Company in the applicable delivery year or period.
7. Annually the Project Company will review plans for upcoming ISO-NE annual Forward Capacity Auction and subsequent auctions and bilateral capacity opportunities, as appropriate, with the Administrative Agent (the "Capacity Offer Planning Meeting"). Topics for discussion at the Capacity Offer Planning Meeting include any material changes to the ISO-NE auction rules,

EXHIBIT Q-1

penalty calculations, recent market results (including an increase in the frequency or magnitude of capacity scarcity or similar events, and any related relevant market factors, and taking into account the operational performance of the Project that may influence the Project Company's capacity offer strategy, expected capacity award, or risk of size or frequency of incentive payments or penalties).

8. Notifications: The Project Company or Agent shall inform the Administrative Agent upon the following events or actions:

- a) Upon the execution of any bilateral agreement being entered into for Forward Capacity with a third party;
- b) Upon the award by ISO-NE to the Project Company for any Capacity Supply Obligation or the termination before the expiration of term of any previous award; or
- c) Upon the assessment of any penalties by ISO-NE under any Capacity Supply Obligation.

EXHIBIT Q-2

**EXHIBIT S
TO
CREDIT AGREEMENT
TAX EQUITY TERM SHEET**

[Intentionally omitted.]

EXHIBIT S-1

**SCHEDULE I
TO
CREDIT AGREEMENT**
COMMITMENTS

[See attached.]

SCHEDULE I COMMITMENTS
Term Loan Agreement (Avangrid Vineyard Wind, LLC)

Senior Lender	Commitment Amount	Proportionate Share
BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH	\$137,660,660.19	11.60%
BANCO SANTANDER, S.A., NEW YORK BRANCH	\$124,496,803.19	10.49%
BANK OF AMERICA, N.A.	\$137,660,660.19	11.60%
BNP PARIBAS	\$124,496,803.19	10.49%
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK	\$124,496,803.19	10.49%
JPMORGAN CHASE BANK, N.A.	\$137,660,660.19	11.60%
MUFG BANK, LTD.	\$137,660,660.19	11.60%
NATIXIS, NEW YORK BRANCH	\$124,496,803.19	10.49%
NATWEST MARKETS PLC	\$61,747,266.30	5.21%
NATIONAL WESTMINSTER BANK PLC	\$75,913,393.89	6.40%
Total	\$1,186,290,513.71	100.00%

SCHEDULE I COMMITMENTS

Term Loan Agreement Letter of Credit Facilities (Avangrid Vineyard Wind, LLC)

Senior Lender	Class of Letter of Credit	Commitment Amount	Proportionate Share
BANCO SANTANDER, S.A., NEW YORK BRANCH	BOEM Letter of Credit	\$241,521.50	2.66%
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK	PPA Letter of Credit Tranche 1	\$4,228,000.00	46.64%
BNP PARIBAS	PPA Letter of Credit Tranche 2	\$3,692,800.00	40.73%
BANCO SANTANDER, S.A., NEW YORK BRANCH	PPA Letter of Credit Tranche 3	\$79,200.00	0.87%
BANCO SANTANDER, S.A., NEW YORK BRANCH	New Bedford Letter of Credit	\$251,575.00	2.77%
BANCO SANTANDER, S.A., NEW YORK BRANCH	Water Commission Letter of Credit	\$572,916.67	6.32%
Total		\$9,066,013.17	100.00%

**SCHEDULE II
TO
CREDIT AGREEMENT**

ONSHORE PROJECT SITE

1. Easement rights in Covell's Beach, 857 Craigville Beach Road, Barnstable, Massachusetts (transmission cable)
2. Easement, sub-easement and permit rights in the following public and private roads in Barnstable, Massachusetts (transmission cable):
 - a. Craigville Beach Road
 - b. Strawberry Hill Road
 - c. Falmouth Road (MA Route 28) crossing (Strawberry Hill Road – Route 28 to Wequaquet Lane)
 - d. Wequaquet Lane
 - e. Phinney's Lane
 - f. Iyannough Road (MA Route 132) crossing
 - g. Attucks Lane
 - h. Independence Drive (a/k/a Independence Way) (Public way and private ROW)
3. Leasehold in 40 Communications Way, Barnstable, Massachusetts (substation site)
4. Leasehold in 4 Wright Street, New Bedford, Massachusetts (lease of New Bedford Marine Terminal for Project construction)
5. Permit No. 5-2019-0358 issued December 23, 2019 granted by Massachusetts Department of Transportation to Vineyard Wind 1 LLC (as assignee of Vineyard Wind LLC pursuant to that certain Assignment and Assumption of Permit) to install electrical duct bank within the State Highway Layout on Falmouth Road (Route 28), Phinney's Lane and Iyannough Road (Route 132), as affected by Extension issued November 20, 2020
6. Option Agreement (To Lease Real Estate) at 190 Beach Road, Vineyard Haven, MA (Option to Lease Tisbury Marine Terminal for Operations & Maintenance Facilities), as amended
7. Option Agreement (To Purchase Option Premises) at 61 Beach Road, Vineyard Haven, MA (Operations & Maintenance Facility)

NOTE: For legal descriptions of the above-referenced Onshore Project Sites in item 1 through 4, see Exhibit A attached to the Mortgage (as defined in the Construction Credit Agreement).

**SCHEDULE III
TO
CREDIT AGREEMENT**

OFFSHORE PROJECT SITE

1. Leasehold in Lease Number OCS-A 0501, effective April 1, 2015, as amended on June 22, 2021.
2. Project Easement of Lease OCS-A 0501 granted July 15, 2021 by the United States Department of Interior Bureau of Ocean Energy Management.
3. Assignment and Segregation of Lease Number OCS-A 0501 granted June 28, 2021.
4. License in and under the Massachusetts waters of Nantucket Sound and Muskeget Channel in the Towns of Barnstable, Edgartown and Nantucket, Massachusetts from the federal waters to Covell's Beach in Barnstable, Massachusetts as shown in plans recorded in the Barnstable County Registry of Deeds with License No. 15011 dated March 10, 2020 granted by Massachusetts Department of Environmental Protection (Chapter 91 License).

**SCHEDULE 2.08
TO
CREDIT AGREEMENT**
AMORTIZATION SCHEDULE

[See attached.]

SCHEDULE 2.08 AMORTIZATION SCHEDULE
Term Loan (Avangrid Vineyard Wind, LLC)

Date	Beginning Balance	Amortization	Ending Balance	Percentage
4/30/2024	\$1,186,290,513.71	\$0.00	\$1,186,290,513.71	0.00%
6/30/2024	\$1,186,290,513.71	\$0.00	\$1,186,290,513.71	0.00%
9/30/2024	\$1,186,290,513.71	\$1,205,730.92	\$1,185,084,782.79	0.10%
12/31/2024	\$1,185,084,782.79	\$3,881,531.21	\$1,181,203,251.58	0.33%
3/31/2025	\$1,181,203,251.58	\$9,522,633.81	\$1,171,680,617.77	0.80%
6/30/2025	\$1,171,680,617.77	\$9,701,903.44	\$1,161,978,714.34	0.82%
9/30/2025	\$1,161,978,714.34	\$2,678,273.45	\$1,159,300,440.88	0.23%
12/31/2025	\$1,159,300,440.88	\$3,401,403.52	\$1,155,899,037.37	0.29%
3/31/2026	\$1,155,899,037.37	\$9,582,757.92	\$1,146,316,279.45	0.81%
6/30/2026	\$1,146,316,279.45	\$9,950,642.54	\$1,136,365,636.91	0.84%
9/30/2026	\$1,136,365,636.91	\$3,566,499.09	\$1,132,799,137.82	0.30%
12/31/2026	\$1,132,799,137.82	\$4,271,340.66	\$1,128,527,797.16	0.36%
3/31/2027	\$1,128,527,797.16	\$10,566,240.07	\$1,117,961,557.09	0.89%
6/30/2027	\$1,117,961,557.09	\$11,062,486.78	\$1,106,899,070.31	0.93%
9/30/2027	\$1,106,899,070.31	\$4,473,017.85	\$1,102,426,052.46	0.38%
12/31/2027	\$1,102,426,052.46	\$5,135,982.48	\$1,097,290,069.98	0.43%
3/31/2028	\$1,097,290,069.98	\$11,766,341.37	\$1,085,523,728.61	0.99%
6/30/2028	\$1,085,523,728.61	\$11,748,321.55	\$1,073,775,407.06	0.99%
9/30/2028	\$1,073,775,407.06	\$4,673,967.24	\$1,069,101,439.82	0.39%
12/31/2028	\$1,069,101,439.82	\$5,296,628.86	\$1,063,804,810.96	0.45%
3/31/2029	\$1,063,804,810.96	\$12,122,571.07	\$1,051,682,239.90	1.02%
6/30/2029	\$1,051,682,239.90	\$12,501,598.68	\$1,039,180,641.22	1.05%
9/30/2029	\$1,039,180,641.22	\$5,270,253.36	\$1,033,910,387.86	0.44%
12/31/2029	\$1,033,910,387.86	\$5,901,938.00	\$1,028,008,449.86	0.50%
3/31/2030	\$1,028,008,449.86	\$12,907,949.12	\$1,015,100,500.74	1.09%
6/30/2030	\$1,015,100,500.74	\$12,869,519.42	\$1,002,230,981.32	1.08%
9/30/2030	\$1,002,230,981.32	\$4,655,733.06	\$997,575,248.25	0.39%
12/31/2030	\$997,575,248.25	\$5,242,646.84	\$992,332,601.41	0.44%
3/31/2031	\$992,332,601.41	\$12,205,058.61	\$980,127,542.80	1.03%
4/30/2031	\$980,127,542.80	\$980,127,542.80	\$0.00	82.62%

**SCHEDULE 3.05
TO
CREDIT AGREEMENT**

GOVERNMENTAL APPROVALS

Part A Approvals:

Agency	Governmental Approval	Issued/Dated
Federal		
Bureau of Ocean Energy Management	Commercial Lease for Submerged Lands for Renewable Energy Development on the Outer Continental Shelf, Renewable Energy Lease Number OCS-A 0501, issued by the Bureau of Ocean Energy Management to Offshore MW LLC, effective April 1, 2015, as amended by the June 22, 2021 Amendment of Renewable Energy Lease OCS-A 501 extending operations term from 25 to 33 years, executed by Vineyard Wind, and as subject to the (a) June 28, 2021 Bureau of Ocean Energy Management Assignment of Record Title Interest in Federal OCS Renewable Energy Lease assigning northern portion of Renewable Energy Lease OCS-A 501 to Vineyard Wind 1 LLC, and (b) June 28, 2021 Bureau of Ocean Energy Management Notice of Approval of Partial Assignment of Renewable Energy Lease OCS-A-0501 to Vineyard Wind 1 LLC	

Agency	Governmental Approval	Issued/Dated
Bureau of Ocean Energy Management	Site Assessment Plan Approval	May 10, 2018
Bureau of Ocean Energy Management	Record of Decision, Vineyard Wind 1 Offshore Wind Energy Project Construction and Operations Plan	May 10, 2021
Bureau of Ocean Energy Management	Approval of Construction and Operations Plan pursuant to Outer Continental Shelf Lands Act, 30 C.F.R. § 585.620, and the accompanying Project Easement of Lease OCS-A 0501	July 15, 2021
US Environmental Protection Agency	Confirmation of National Pollutant Discharge Elimination System Construction General Permit Coverage for Vineyard Wind Connector 1 Onshore Substation, NPDES ID: MAR100394	April 29, 2021
US Environmental Protection Agency	Outer Continental Shelf Air Permit No. OCS-R1-03 pursuant to Section 328 of the Clean Air Act, 40 U.S.C. § 7627	May 19, 2021
US Army Corps of Engineers	Permit No. NAE-2017- 01206 to discharge dredged or fill material to waters of the United States from the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344	August 9, 2021
US Army Corps of Engineers	Permit No. NAE-2017- 01206 for the obstruction or alteration of navigable waters of the United States from the U.S. Army Corps of Engineers pursuant to Section 10 of the Rivers and	August 9, 2021

Agency	Governmental Approval	Issued/Dated	
	Harbor Act, 33 U.S.C. § 403		
US Army Corps of Engineers	Permit to make use of New Bedford Massachusetts hurricane barrier from the U.S. Army Corps of Engineers pursuant to Section 14 of the Rivers and Harbors Act, 33 U.S.C. § 408	July 22, 2021	
US National Marine Fisheries Service	Marine Mammal Protection Act Incidental Harassment Authorization for the taking of marine mammals incidental to construction	May 21, 2021	
US National Marine Fisheries Service	Marine Mammal Protection Act Incidental Harassment Authorization for the taking of marine mammals incidental to marine site characterization surveys off of Massachusetts and Rhode Island	July 21, 2021	
US National Marine Fisheries Service	Endangered Species Act Section 7 Consultation Biological Opinion Incidental Take Statement re Construction, Operation, Maintenance and Decommissioning of the Vineyard Wind Offshore Energy Project (Lease OCS-A 0501), which is the subject of re-initiation of consultation	September 11, 2020	
Federal Aviation Administration	Determinations of No Hazard pursuant to 14 C.F.R. § 77.31(d)	ESP	November 24, 2020
		New Bedford MA Terminal Cranes (NBM1-15)	November 20, 2020
		WT Barge Cranes Transit	Extension issued

Agency	Governmental Approval	Issued/Dated	
State		Route (NBBW- 0– 29)	February 25, 2021
		WT-Barge Crane Transit Route (NBH-1 – 15)	Extension issued February 25, 2021
		Quonset RI Cranes (QBA-4, 7-17, 23-32, 35-40)	Extension issued February 4, 2021
		Quonset RI Cranes Transit Route (QH1, 4-5, 7-9, 15-18, 21- 25, 29-34, 36-39, 42-59, 62-87))	Extension issued February 25, 2021
		Quonset RI Cranes Transit Route (QBW0-8)	Extension issued February 25, 2021
Massachusetts Environmental Policy Act Office	Certificate of Secretary of Energy and Environmental Affairs on Final Environmental Impact Report (FEIR), certifying that the Project adequately and properly complies with the Massachusetts Environmental Policy Act (MEPA), EEA No. 15787	February 1, 2019	
Massachusetts Energy Facilities Siting Board	G.L. ch. 164, § 69J Approval to Construct Transmission Facilities in Massachusetts for the Delivery of Energy from an Offshore Wind Energy Facility (EFSB 17-05)	May 10, 2019	
Massachusetts Department of Public Utilities	G.L. ch. 164, § 72, Approval to Construct and Use Transmission Facilities in Massachusetts For the Delivery of Energy from an	May 10, 2019	

Agency	Governmental Approval	Issued/Dated
	Offshore Wind Energy Facility (EFSB 18-19)	
Massachusetts Department of Public Utilities	G.L. ch. 40A, § 3 Zoning Exemptions from the Operation of the Zoning Ordinance of the Town of Barnstable and the Zoning Bylaw of the Town of Yarmouth for the Construction and Operation of Transmission Facilities in Massachusetts for the Delivery of Energy from an Offshore Wind Energy Facility (DPU 18-18)	May 10, 2019
Massachusetts Department of Public Utilities	G.L. ch. 40A, § 3 Zoning Exemption for Individual Exemptions and a Comprehensive Exemption from the Zoning Ordinance of the Town of Barnstable, Massachusetts (DPU 21-08)	May 28, 2021 (substation expansion)
Massachusetts Department of Public Utilities	Approval of March 31, 2020 Request for Waiver of Condition A in docket EFSB 17-05/D.P.U. 1818/18-19	June 10, 2020
Massachusetts Department of Public Utilities	Finding that no further inquiry is required for the May 11, 2020 Notice of Project Change to the Onshore Substation	November 3, 2020
Massachusetts Department of Environmental Protection (MassDEP)	Chapter 91 Waterways License and Dredge Permit (License No. 15011)	March 10, 2020
Massachusetts Natural Heritage and Endangered Species Program (NHESP)	Determination Letter under Massachusetts Endangered Species Act, File No 1737398	May 14, 2019
Massachusetts Department of Environmental Protection (MassDEP)	Section 401 Water Quality Certification Major Project Dredging, Transmittal X282284	July 31, 2019

Agency	Governmental Approval	Issued/Dated
Massachusetts Department of Transportation (MassDOT)	Non-Vehicular Access Permits Barnstable, Permit 5-2019-0358	December 23, 2019, as extended on November 20, 2020 to December 23, 2021
Massachusetts Coastal Zone Consistency	Concurrence that Project and Project Effects on resources and uses in the Massachusetts Coastal zone are consistent with the CZM enforceable program policies (CZM #17853)	May 22, 2020
Rhode Island Coastal Zone Consistency	Concurrence that Project and Project Effects on resources and uses in the Rhode Island Geographic Location Description and are consistent with the enforceable policies of the Rhode Island coastal management program.	February 28, 2019
Local		
Cape Cod Commission (Barnstable County)	Development of Regional Impact Decision, pursuant to the Cape Cod Commission Act, Cape Cod Commission File No. 17026	May 2, 2019
Martha's Vineyard Commission	Development of Regional Impact (DRI 688 Vineyard Wind Undersea Cable), pursuant to the Martha's Vineyard Commission Act	May 16, 2019
Barnstable Conservation Commission	Order of Conditions (under the Town of Barnstable Wetlands Protection Bylaw, Town of Barnstable Code, Chapter 237	May 23, 2019
	MassDEP Superseding Order of Conditions under the Massachusetts Wetland Protection Act (Barnstable), MassDEP File No. SE 35681	July 18, 2019

Agency	Governmental Approval	Issued/Dated
Edgartown Conservation Commission	MassDEP Final Order of Conditions (Edgartown) under the Massachusetts Wetlands Protection Act, MassDEP File No. SE-1529	October 1, 2019, which replaced Superseding Order of Conditions (SOC), Edgartown – Wetlands under the Massachusetts Wetlands Protection Act (August 5, 2019)
Nantucket Conservation Commission	Order of Conditions under the Massachusetts Wetland Protection Act and Town of Nantucket Wetlands Bylaw, Town of Nantucket Code, Chapter 136, MassDEP File No. SE 48-3164	March 21, 2019

Part B Approvals:

Agency	Governmental Approval	Expected Issue/Date
Federal		
US Coast Guard	Private Aids to Navigation authorization for the electrical service station and each wind turbine generator pursuant to 33 C.F.R. Part 66	30 days before construction
Federal Aviation Administration	Determinations of No Hazard pursuant to 14 C.F.R. § 77.31(d)	18 months before construction VW01 A01 VW01 B02 VW01 B03
Bureau of Ocean Energy Management	Facility Design and Fabrication and Installation Reports pursuant to Outer Continental Shelf Lands Act, 30 C.F.R. §§ 585.700- 585.701	ESP – October 2021 Export Cables – February 2022 Array Cables – June 2022 WTG/Foundations – July 2022
Federal Energy Regulatory Commission	MBR Authority	30 days prior to the initial energization of the Project
Federal Energy Regulatory Commission	EWG status	30 days prior to the initial energization of the Project
State		
N/A		
Local		
Cape Cod Commission	Request for a Minor Modification Type 1 to	

Agency	Governmental Approval	Expected Issue/Date
	Development of Regional Impact decision dated May 5, 2021, as supplemented and clarified on August 26, 2021	

**SCHEDULE 3.07
TO
CREDIT AGREEMENT**

LITIGATION

1. Complaint, *Allco Renewable Energy Limited, et al. v. Haaland, et al.*, Case No. 1:21-cv-11171 (D. Mass.; filed July 18, 2021)
2. Complaint, *ACK Residents Against Turbines and Vallorie Oliver v. U.S. Bureau of Ocean Energy Management, et al.*, Case No. 1:21-cv-11390 (D. Mass; filed August 25, 2021)
3. Nantucket Residents Against Turbines (“ACK Rats”), 60-day Notice of Intent to Sue: Violations of Endangered Species Act Section 7 – Legally Deficient Biological Opinion for Vineyard Wind Offshore Energy Project and Related Incidental Take Authorization and Incidental Harassment Authorization, (filed May 24, 2021)
4. Allco Renewable Energy Limited, 60-day Notice of Intent to Sue: Violations of Endangered Species Act 16 U.S.C. § 1531 *et seq.* and its implementing regulations, 50 C.F.R. § 402 (filed September 3, 2021)
5. Petition for Review, *Responsible Offshore Development Alliance v. Haaland, et al.* (1st Cir.; filed September 13, 2021)

For the avoidance of doubt, this Schedule 3.07 does not include any notice, petition, claim or litigation filed in any court other than those expressly set forth above.

**SCHEDULE 3.08
TO
CREDIT AGREEMENT**

COMPLIANCE WITH LAWS AND OBLIGATIONS

None.

**SCHEDULE 3.09
TO
CREDIT AGREEMENT**

ENVIRONMENTAL MATTERS

1. Items 1 through 3 of Schedule 3.07 are incorporated by reference herein
2. Section 3.2 of each of:
 - a. Phase I Environmental Site Assessment for New Bedford Marine Commerce Terminal, New Bedford, MA, ADE Project No. 3248.00, dated July 13, 2021
 - b. Phase I Environmental Site Assessment for Portions of Craigsville Beach Road, Strawberry Hill Road, Wequaquet Lane, Phinney's Lane, Attucks Lane, and Independence Drive, Barnstable, MA, ADE Project No. 3249.00, dated July 13, 2021
 - c. Phase I Environmental Site Assessment for 857 Craigville Beach Road, Barnstable, MA, ADE Project No. 3249.00, dated July 13, 2021
 - d. Phase I Environmental Site Assessment for 17 Hangar Road North, West Tisbury, MA, ADE Project No. 3247, dated July 13, 2021
 - e. Phase I Environmental Site Assessment & Phase II Limited Subsurface Investigation for 17 Hangar Road North, West Tisbury, MA, ADE Project No. 3247.00, dated August 4, 2021
 - f. Phase I Environmental Site Assessment for 40 Communication Way, Hyannis, MA, ADE Project No. 3237, dated April 26, 2021
 - g. Phase I Environmental Site Assessment for 61 Beach Road, Tisbury, MA, ADE Project No. 3125.01, dated August 5, 2021
 - h. Phase I Environmental Site Assessment for 190 Beach Road, Tisbury, MA, ADE Project No. 3125.01, dated August 11, 2021
3. ASTM Phase II Limited Subsurface Investigation for 40 Communication Way, Barnstable, MA, ADE Project No. 3237.02, dated August 24, 2021

**SCHEDULE 3.10
TO
CREDIT AGREEMENT
PROJECT DOCUMENTS**

1. Offshore Wind Generation Unit Power Purchase Agreement (Facility 1), dated as of July 31, 2018, between NSTAR Electric Company d/b/a Eversource Energy and Vineyard Wind LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as amended by that certain First Amendment to Power Purchase Agreement, dated as of July 20, 2021, between NSTAR Electric Company d/b/a Eversource Energy and Vineyard Wind 1 LLC
2. Offshore Wind Generation Unit Power Purchase Agreement (Facility 2), dated as of July 31, 2018, between NSTAR Electric Company d/b/a Eversource Energy and Vineyard Wind LLC, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 27, 2018, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain Second Amendment to Power Purchase Agreement, dated as of July 20, 2021, between NSTAR Electric Company d/b/a Eversource Energy and Vineyard Wind 1 LLC
3. Offshore Wind Generation Unit Power Purchase Agreement (Facility 1), dated as of July 31, 2018, between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as amended by that certain First Amendment to Power Purchase Agreement, dated as of July 20, 2021, between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind 1 LLC
4. Offshore Wind Generation Unit Power Purchase Agreement (Facility 2), dated as of July 31, 2018, between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind LLC, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 27, 2018, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain Second Amendment to Power Purchase Agreement, dated as of July 20, 2021, between Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid and Vineyard Wind 1 LLC
5. Offshore Wind Generation Unit Power Purchase Agreement (Facility 1), dated as of July 31, 2018, between Fitchburg Gas and Electric Light Company d/b/a Unitil and Vineyard Wind LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as amended by that certain First Amendment to Power Purchase Agreement, dated as of

July 20, 2021, between Fitchburg Gas and Electric Light Company d/b/a Unitil and Vineyard Wind 1 LLC

6. Offshore Wind Generation Unit Power Purchase Agreement (Facility 2), dated as of July 31, 2018, between Fitchburg Gas and Electric Light Company d/b/a Unitil and Vineyard Wind LLC, as amended by that certain First Amendment to Power Purchase Agreement, dated as of September 27, 2018, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain Second Amendment to Power Purchase Agreement, dated as of July 20, 2021, between Fitchburg Gas and Electric Light Company d/b/a Unitil and Vineyard Wind 1 LLC
7. Standard Large Generator Interconnection Agreement, dated as of July 10, 2020, among Vineyard Wind LLC, ISO New England Inc. and NSTAR Electric Company (by its agent Eversource Energy Service Company), as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of July 16, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC
8. Commercial Lease of Submerged Lands for Renewable Energy Development on the Outer Continental Shelf, Renewable Energy Lease Number OCS-A 0501, effective April 1, 2015, between Vineyard Wind LLC and United States Department of the Interior Bureau of Ocean Energy Management (BOEM), (i) as amended by that certain Amendment of Renewable Energy Lease OCS-A 0501, dated as of June 22, 2021, (ii) as assigned to Vineyard Wind 1 LLC by that certain Outer Continental Shelf (OCS) Assignment of Record Title Interest in Federal OCS Renewable Energy Lease affecting lease OCS-A 0501, dated as of April 21, 2021 and approved by BOEM on and effective as of June 28, 2021, and (iii) as modified by that Bureau of Ocean Energy Management Notice of Approval of Construction and Operations Plan (COP) and Project Easement, dated as of July 15, 2021
9. Service and Maintenance Agreement, dated as of June 4, 2021 (the "SMA"), between Vineyard Wind 1 LLC and GE Renewables US LLC, together with the Conditions of Contract and Schedules (as defined therein) thereto, as amended by that certain Amendment No. 1, dated as of July 8, 2021
10. Indemnity Agreement, dated as of June 4, 2021, between Vineyard Wind 1 LLC and GE Renewables US LLC, in connection with the SMA
11. Guaranty Agreement, dated as of June 17, 2021, issued by General Electric Company for the benefit of Vineyard Wind 1 LLC, in connection with the SMA
12. Turbine Supply Agreement, dated as of June 4, 2021 (the "TSA"), between Vineyard Wind 1 LLC and GE Renewables US LLC, together with the Conditions of Contract and Schedules (as defined therein) thereto, as amended by that certain Amendment No. 1, dated as of July 8, 2021, and that certain Amendment No. 2, dated as of August 19, 2021

13. Indemnity Agreement, dated as of June 4, 2021, between Vineyard Wind 1 LLC and GE Renewables US LLC, in connection with the TSA
14. Guaranty Agreement, dated as of June 29, 2021, issued by General Electric Company for the benefit of Vineyard Wind 1 LLC, in connection with the TSA
15. Foundations Package Contract Agreement, dated as of April 23, 2021 (the “Monopile Foundation Supply Contract”), between Vineyard Wind 1 LLC and EEW Special Pipe Constructions GmbH, together with the Conditions of Contract, the Employer’s Requirements and the Schedules (as defined therein) thereto, as amended by that certain Amendment No. 1, dated as of June 21, 2021 and effective as of June 22, 2021, and as further amended by that certain Amendment No. 2, effective as of August 18, 2021
16. Indemnity Agreement, dated as of April 23, 2021, between Vineyard Wind 1 LLC and EEW Special Pipe Constructions GmbH, in connection with the Monopile Foundation Supply Contract
17. Foundation FOU – Contract Agreement (TP), dated as of June 13, 2019 (the “Transition Piece Foundation Supply Contract”), between Vineyard Wind LLC and Windar Renovables S.L., together with the Conditions of Contract, the Employer’s Requirements and the Schedules (as defined therein) thereto, as amended by that certain Amendment No. 1, dated as of February 2, 2020, that certain Amendment No. 2, dated as of April 3, 2020, that certain Amendment No. 2 dated as of May 22, 2020, that certain Amendment No. 4, dated as of June 22, 2020, that certain Amendment No. 5, dated as of July 9, 2020, that certain Amendment No. 6, dated as of July 14, 2020, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain Amendment No. 7, dated as of March 5, 2021, and that certain Amendment No. 8, dated as of June 21, 2021
18. Indemnity Agreement, dated as of June 13, 2019, between Vineyard Wind 1 LLC and Windar Renovables S.L., in connection with the Transition Piece Foundation Supply Contract
19. Guaranty, dated as of September 11, 2020, issued by Grupo Daniel Alonso S.L. in favor of Vineyard Wind LLC, in connection with the Transition Piece Foundation Supply Contract, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
20. Harbor & Logistics Contract Agreement, dated as of May 12, 2021 (the “Harbor and Logistics Agreement”), between Vineyard Wind 1 LLC and DEME Offshore US LLC, together with the Conditions of Contract, Employer’s Requirements and each of the other Parts (as defined therein) thereto, as amended by certain Amendment No. 1, dated as of June 14, 2021.
21. Indemnity Agreement, dated as of May 12, 2021, between Vineyard Wind 1 LLC and DEME Offshore US LLC, in connection with the Harbor and Logistics Agreement

22. Guaranty, dated as of June 10, 2021, issued by DEME Offshore Holding NV in favor of Vineyard Wind 1 LLC, in connection with the Harbor and Logistics Agreement
23. Array Cable Package Contract Agreement, dated as of July 29, 2020 (the “Array Cable Agreement”), between Vineyard Wind LLC and Jan De Nul Luxembourg SA, together with the Conditions of Contract, the Employer’s Requirements, the Appendix and the Schedules (as defined therein) thereto, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC (as amended by that certain Omnibus Amendment No. 1 to Assignment and Assumption Agreements, dated as of August 28, 2021), and as novated by that certain Agreement, by and between Vineyard Wind LLC, Vineyard Wind 1 LLC and Jan De Nul Luxembourg SA
24. Indemnity Agreement, dated as of July 29, 2020, between Vineyard Wind LLC and Jan De Nul Luxembourg SA, in connection with the Array Cable Agreement, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC
25. Guaranty, dated as of July 29, 2020, issued by Sofidra S.A. in favor of Vineyard Wind 1 LLC, in connection with the Array Cable Agreement
26. ESP Contract Agreement, dated as of May 28, 2019 (the “ESP Supply Agreement”), between Vineyard Wind LLC and Bladt Industries A/S, together with the Conditions of Contract, the Employer’s Requirements, the Appendices and the Schedules (as defined therein) thereto, as amended by that certain Amendment No. 1, dated as of February 13, 2020, that certain Amendment No. 2, dated as of April 30, 2020, and that certain Amendment No. 3, dated as of November 13, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
27. Indemnity Agreement, dated as of April 28, 2021, between Vineyard Wind 1 LLC and Bladt Industries A/S, in connection with the ESP Supply Agreement
28. Guaranty, dated as of June 26, 2019, issued by Bladt Holding A/S in favor of Vineyard Wind LLC, in connection with the ESP Supply Agreement, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
29. Export Cable Package Contract Agreement, dated as of May 15, 2019 (the “Export Cable Agreement”), between Vineyard Wind LLC and Prysmian Construction Services, Inc., together with the Conditions of Contract, the Employer’s Requirements, the Appendix and the Schedules (as defined therein) thereto, as amended by that certain Amendment No. 1, dated as of December 13, 2019, that certain Amendment No. 2, dated as of February 14, 2020, and that certain Amendment No. 3, dated as of November 20, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021

- between Vineyard Wind LLC and Vineyard Wind 1 LLC (as amended by that certain Omnibus Amendment No. 1 to Assignment and Assumption Agreements, dated as of August 28, 2021)
30. Indemnity Agreement, dated as of May 15, 2019, between Vineyard Wind LLC and Prysmian Construction Services, Inc., in connection with the Export Cable Agreement and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 31. Guarantee, dated as of July 11, 2019, issued by Prysmian PowerLink S.r.l in favor of Vineyard Wind LLC, in connection with the Export Cable Agreement, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 32. Onshore Substation Supply Agreement, dated as of August 4, 2020 (the “Onshore Substation Agreement”), between Vineyard Wind LLC and Linxon US LLC, together with the Conditions of Contract, the Employer’s Requirements and the Schedules (as defined therein) thereto, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC (as amended by that certain Omnibus Amendment No. 1 to Assignment and Assumption Agreements, dated as of August 28, 2021)
 33. Contract Agreement, dated as of February 25, 2021 (the “Onshore Cable Agreement”), between Vineyard Wind 1 LLC and Southwire Company LLC, together with the Conditions of Contract, the Employer’s Requirements and the Schedules (as defined therein) thereto.
 34. Onshore Cable Civil Works Agreement, dated as of September 21, 2020 (the “Onshore Civil Works Agreement”), between Vineyard Wind LLC and Lawrence-Lynch Corporation, together with the Conditions of Contract, the Employer’s Requirements and the Schedules (as defined therein) thereto, as amended by that certain First Amendment to Contract Agreement, dated as of September 22, 2020, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC (as amended by that certain Omnibus Amendment No. 1 to Assignment and Assumption Agreements, dated as of August 28, 2021), and as further amended by that certain Second Amendment to Contract Agreement, effective as of January 15, 2021, that certain Third Amendment to Contract Agreement, dated as of January 15, 2021 and that certain Fourth Amendment to Contract Agreement, dated as of August 13, 2021.
 35. WTG Transport & Installation Contract Agreement, dated as of December 18, 2020 (the “WTG Installation Agreement”), between Vineyard Wind LLC and DEME Offshore US LLC, together with the Conditions of Contract, the Employer’s Requirements and the Schedules (as defined therein) thereto, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as amended by that Amendment Agreement No. 1 to WTG T&I Contract, dated as of May 12, 2021

36. Indemnity Agreement, dated as of December 18, 2020, between Vineyard Wind LLC and DEME Offshore US LLC, in connection with the WTG Installation Agreement and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
37. Guaranty, dated as of March 18, 2021, issued by DEME Offshore Holding NV in favor of Vineyard Wind 1 LLC, in connection with the WTG Installation Agreement
38. Master Services Contract, dated as of June 4, 2018 (the "Foundation Design Agreement"), between Vineyard Wind LLC and WSP USA Inc., as amended by that certain Amendment No. 01, dated as of August 5, 2020, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, as further amended by that certain Amendment No. 02, dated as of June 23, 2021, between Vineyard Wind 1 LLC and WSP USA Inc., and as further modified by those change orders executed pursuant thereto
39. Parent Company Guarantee, dated as of July 8, 2021, issued by Parsons Brinckerhoff Holdings Inc. in favor of Vineyard Wind 1 LLC, in connection with the Foundation Design Agreement
40. Horizontal Directional Drilling Package Agreement, dated as of August 13, 2021 (the "HDD Agreement"), between Vineyard Wind 1 LLC and Marpro Marine, LLC, together with the Conditions of Contract and the Schedules (as defined therein) thereto
41. Amended and Restated Lease Agreement, effective as of August 11, 2020, between Vineyard Wind LLC and Massachusetts Clean Energy Technology Center, as amended by that certain Amendment to Amended and Restated Lease Agreement, effective as of January 29, 2021, that certain Second Amendment to Amended and Restated Lease Agreement, effective as of February 24, 2021, and that certain Third Amendment to Amended and Restated Lease Agreement, effective as of April 1, 2021, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC (as amended by that certain Omnibus Amendment No. 1 to Assignment and Assumption Agreements, dated as of August 28, 2021), with respect to that certain property having an address at 4 Wright Street, New Bedford, Massachusetts, as evidenced by a Notice of Lease recorded with the Bristol County (Southern District) Registry of Deeds in Book 13940, Page 135
42. Option Agreement, dated as of May 16, 2019, by and between Tisbury Marine Terminal LLC and Vineyard Wind LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC, as amended by that certain Amendment to Option Agreement (To Lease Real Estate), dated as of June 11, 2021 by and Tisbury Marine Terminal LLC and Vineyard Wind 1 LLC
43. Management Services Agreement, dated as of the Closing Date, between Vineyard Wind 1 LLC and Vineyard Wind LLC

44. Construction Management Agreement, dated as of the Closing Date, between Vineyard Wind 1 LLC and Vineyard Wind LLC
45. Build-Out Agreement, dated as of the Closing Date, among Vineyard Wind 1 LLC, Vineyard Wind LLC, Park City Wind LLC, OCS-A 0522 LLC and each "Subsequent Party" from time to time party thereto
46. Operation Management Agreement, dated as of the Closing Date, between Vineyard Wind 1 LLC and Vineyard Wind LLC
47. Memorandum of Agreement, dated as of July 14, 2021, by and between Vineyard Wind 1 LLC and the Board of Water Commissioners of the Centerville-Osterville-Marstons Mills Water Department
48. Consulting Agreement, dated as of October 8, 2020, by and between Vineyard Wind LLC and W.F. Baird & Associates Ltd., as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC, as amended by that certain First Amendment to Consulting Agreement, dated as of March 16, 2021, that certain Second Amendment to Consulting Agreement, dated as of March 26, 2021, that certain Third Amendment to Consulting Agreement, dated as of April 1, 2021, and that certain Fourth Amendment to Consulting Agreement, dated as of May 7, 2021
49. Consulting Agreement, dated as February 9, 2019, between Vineyard Wind LLC and Peak Wind US, as amended by that certain First Amendment, dated as of August 24, 2020, that certain Second Amendment, dated as of December 1, 2020, and that certain Third Amendment, dated as of January 1, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC
50. Consulting Agreement, dated as of January 1, 2019, by and between Vineyard Wind LLC and Geo SubSea, LLC, as amended by that certain Amendment No. 1, dated as of October 30, 2019, that certain Amendment No. 2, dated as of May 13, 2020, that certain Amendment No. 3, dated as of May 14, 2020, and that certain Amendment No. 4, dated as of July 31, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021, between Vineyard Wind LLC and Vineyard Wind 1 LLC
51. Framework Agreement, dated as of June 14, 2021, by and between Vineyard Wind 1 LLC and Geo SubSea, LLC
52. Consulting Services Contract, dated as of July 26, 2019, by and between Vineyard Wind LLC and DNV GL Noble Denton USA LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC

53. Consulting Framework Agreement, dated as of October 31, 2019, by and between Vineyard Wind LLC and New Power Partners, Inc., as amended by that certain First Amendment to Consulting Agreement, dated as of January 2, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
54. Consulting Agreement, dated as of June 22, 2017, by and between Vineyard Wind LLC and WSP USA Inc., as amended by that certain Amendment to Consulting Agreement, dated as of April 23, 2018, that certain Amendment to Consulting Agreement, dated as of April 27, 2018, that certain Amendment to Consulting Agreement, dated as of August 23, 2018, that certain Amendment to Consulting Agreement, dated as of March 22, 2019, that certain Fifth Amendment to Consulting Agreement, dated as of May 14, 2020, that certain Sixth Amendment to Consulting Agreement, July 14, 2020, that certain Seventh Amendment to Consulting Agreement, dated as of October 9, 2020, and that certain Eighth Amendment to Consulting Agreement, dated as of October 26, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
55. Consultancy Agreement, dated as of November 8, 2018, by and between Vineyard Wind LLC and Jesper West Eilersen, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
56. Consultancy Agreement, dated as of February 12, 2018, by and between Vineyard Wind LLC and LICengineering, as amended by that certain Amendment Agreement No. 1, dated as of July 1, 2018, that certain Amendment Agreement No. 2, dated as of January 1, 2019, that certain Amendment Agreement No. 3, dated as of January 6, 2020 and that certain Amendment Agreement No. 4, dated as of January 1, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
57. Consultancy Agreement, dated as of March 10, 2017, by and between Vineyard Wind LLC and New Power Partners Aps, as amended by that certain Amendment Agreement No. 1, dated as of April 28, 2017, that certain Amendment Agreement No. 2, dated as of August 1, 2018, that certain Amendment Agreement No. 3, dated as of November 5, 2018, that certain Amendment Agreement No. 4, effective as of January 1, 2019, that certain Amendment Agreement No. 5, effective as of January 16, 2020, that certain Amendment Agreement No. 6, effective as of September 1, 2019 and that certain Amendment Agreement No. 7, effective as of May 1, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
58. Master Services Contract, dated as of October 19, 2017, by and between Vineyard Wind LLC and DNV GL Danmark A/S, as amended by that certain Amendment No. 1, dated as of

- November 2, 2020, and associated task orders, including Task Order No. 1, dated as of November 3, 2017, Task Order No. 2, dated as of July 12, 2018, Task Order No. 3, dated as of September 10, 2018 and Task Order No. 4, dated as of November 2, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
59. Consulting Services Contract, dated as of May 17, 2018, by and between Vineyard Wind LLC and Mott MacDonald USA, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
60. Array Cables – 2020 – (F) Contract Agreement, dated as of November 30, 2020, by and between Vineyard Wind LLC and JDR Cable Systems Ltd., as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
61. Array Cables – 2020 – (G) Contract Agreement, dated as of November 30, 2020, by and between Vineyard Wind LLC and JDR Cable Systems Ltd., as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
62. Memorandum of Understanding, dated as of November 12, 2019, by and between Vineyard Wind LLC and Prysman Construction Services, Inc., as amended by that certain Amendment No. 1, dated as of November 29, 2019, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
63. Agreement Regarding the Establishment and Funding of the Rhode Island Fishermen’s Future Viability Trust, dated as of February 21, 2019, by and between Vineyard Wind LLC and Rhode Island Coastal Resources Council, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
64. Agreement Regarding the Establishment and Funding of the Massachusetts Fisheries Innovation Fund, dated as of May 21, 2020, by and between Vineyard Wind LLC and the Massachusetts Executive Office of Energy and Environmental Affairs, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
65. Contract Agreement, dated as of April 24, 2020, by and between Vineyard Wind LLC and Geoquip Marine Operations, as amended by that certain Amendment 1, dated as of July 20, 2020, and that certain Amendment 2, dated as of October 23, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC

66. G&G Campaign 2018 Form of Agreement, dated as of March 9, 2018, by and between Vineyard Wind LLC and Horizon Geosciences Limited, as amended by that certain Amendment Agreement No. 1, dated as of August 10, 2018, and that certain Amendment No. 2, dated as of February 7, 2018, and associated variation orders, including Variation Order No. 1, dated as of June 22, 2018, Variation Order No. 5, dated as of October 31, 2018, and Variation Order No. 9, dated as of October 31, 2018, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
67. Settlement Agreement, dated as of January 14, 2019, by and between Horizon Geosciences Limited and Vineyard Wind LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
68. G&G Campaign Form of Agreement, dated as of April 5, 2019, by and between Vineyard Wind LLC and Horizon Geosciences Limited, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
69. Option Agreement for the Purchase and Sale of Emission Reduction Credits, dated as of December 11, 2020, by and between Ardagh Glass Inc. and Vineyard Wind LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
70. Master SaaS Subscription and Services Agreement, dated as of December 10, 2020, by and between Vineyard Wind LLC and Intelix Technologies, ULC and associated Summary of documents package, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
71. Emission Reduction Credits Purchase and Sale Option Agreement, dated as of November 23, 2020, by and between Vineyard Wind LLC and Mt Tom Generating Company, LLC, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
72. Limited Notice to Proceed, dated as of May 20, 2019, from Vineyard Wind LLC to the University of Massachusetts Dartmouth, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
73. Research Agreement – 501N, dated as of May 29, 2020, by and between Vineyard Wind LLC and the University of Massachusetts Dartmouth, and associated notices, including the First Limited Notice to Proceed, dated as of May 27, 2020, Second Limited Notice to Proceed, dated as of August 3, 2020, Third Limited Notice to Proceed, dated as of October 5, 2020, Fourth Limited Notice to Proceed, dated as of October 22, 2020 and Fifth Limited Notice to Proceed,

dated as of January 7, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain First Amendment to Research Agreement, dated as of May 5, 2021 by and between Vineyard Wind 1 LLC and the University of Massachusetts Dartmouth, and associated notices, including the Limited Notice to Proceed, dated as of May 6, 2021

74. Consulting Framework Agreement – 501N, dated as of October 1, 2020, by and between Vineyard Wind LLC and C2Wind Aps, as amended by that certain Amendment No. 1, fully executed as of January 20, 2021, and that certain Amendment No. 2, fully executed as of January 20, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain Amendment No. 4, fully executed as of March 15, 2021, by and between Vineyard Wind 1 LLC and C2Wind Aps
75. Master Services Agreement, dated as of April 27, 2020, by and between Vineyard Wind LLC and OCA International Inspection & Control Society S.A.U., as amended by that certain Amendment No. 1, dated as of January 1, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
76. Independent Contractor Agreement, dated as of February 21, 2017, by and between Vineyard Wind LLC and Energia 4 Corporation, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
77. Termination of Independent Contractor Agreement, dated as of February 3, 2020, by and between Vineyard Wind LLC and Energia 4 Corporation, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
78. Acceptance of Proposal, dated as of June 21, 2020, by and between Vineyard Wind LLC and Geoquip Marine Operations AG, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
79. Final Consulting Agreement, dated as of May 15, 2019, by and between Massachusetts Lobstermen’s Association and Vineyard Wind LLC and related 2020 Surveys, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as amended by that Second Amendment to Consulting Agreement, dated as of May 1, 2021, by and between Vineyard Wind 1 LLC and Massachusetts Lobstermen’s Association, Inc.
80. Consultancy Agreement, dated as of December 13, 2017, by and between Vineyard Wind LLC and JUM-BO Consulting Group P/S, as assigned to Vineyard Wind 1 LLC by that certain

- Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
81. Consultancy Agreement, dated as of February 4, 2018, by and between Vineyard Wind LLC and JUM-BO Consulting Group P/S, as amended by that certain Amendment Agreement No. 1, dated as of January 1, 2019, that certain Amendment Agreement No. 2, dated as of May 1, 2020, that certain Amendment Agreement No. 3, effective as of April 1, 2020 and that certain Amendment Agreement No. 4, effective as of August 1, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 82. Consulting Framework Agreement, dated as of October 1, 2018, by and between Vineyard Wind LLC and BOSLAN Engineering, Ltd., as amended by that certain Amendment No. 1, dated as of March 1, 2019, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of March 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 83. Third Party Contractor Agreement, dated as of February 5, 2018, by and between Vineyard Wind LLC and Environmental Resources Management (ERM) – West, Inc., and associated change orders, including Change Order No. 01, dated as of June 19, 2018, Change Order No. 02, dated as of October 29, 2018, Change Order No. 03, dated as of February 22, 2019, Change Order No. 04, dated as of April 18, 2019, Change Order No. 05, dated as of June 7, 2019, Change Order No. 06, dated as of November 8, 2019, Change Order No. 07, dated as of April 24, 2020, Change Order No. 08, dated as of June 19, 2020, Change Order No. 09, dated as of September 30, 2020 and Change Order No. 10, dated as of December 18, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 84. Consulting Agreement, dated as of October 4, 2017, by and between Vineyard Wind LLC and CCA Capital LLC, as amended by that certain First Amendment to Consulting Agreement, dated as of March 14, 2019, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 85. Consultancy Agreement (SCADA), dated as of March 7, 2019, by and between Vineyard Wind LLC and COWI A/S, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
 86. Consultancy Agreement (Design Services), dated as of March 7, 2019, by and between Vineyard Wind LLC and COWI A/S, as amended by that certain Amendment Agreement No. 1, dated as of July 26, 2019, that certain Amendment Agreement No. 2, effective as of November 1, 2019 and that certain Amendment Agreement No. 3, dated as of August 18, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC

87. Consultancy Agreement, dated as of October 1, 2018, by and between Vineyard Wind LLC and COWI North America, Inc., as amended by that certain Addendum B-2, dated as of July 9, 2019, that certain Addendum B-3, dated as of January 9, 2020, and that certain Third Amendment to Consulting Agreement, dated as of August 19, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
88. Consulting Framework Agreement, dated as of August 1, 2020, by and between Vineyard Wind LLC and Wood Thilsted Partners Limited, as amended by that certain Amendment No. 1, dated as of January 15, 2021 and that certain Amendment No. 2, dated as of February 4, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
89. Consulting Agreement, dated as of October 15, 2018, by and between Vineyard Wind LLC and Great Eastern Group, Inc., as amended by that certain Novation and Assumption Agreement, dated as of October 10, 2019, by and among Great Eastern Group, Inc., Red Penguin (Americas) LLC and Vineyard Wind LLC, as amended by that certain Fifth Amendment, dated as of January 27, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
90. Consulting Agreement, dated as of February 2, 2019, by and between Vineyard Wind LLC and Offshore Construction Consultants (US) Inc. (aka Offshore Construction Associates), as amended by that certain First Amendment to Consulting Agreement, dated as of May 1, 2020, that certain Second Amendment to Consulting Agreement, effective as of August 17, 2020 and that certain Third Amendment to Consulting Agreement, dated as of September 22, 2020, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
91. Consulting Agreement, dated as of March 2017, by and between Vineyard Wind LLC and Lautec ApS, as amended by that certain Amendment Agreement No. 1, dated as of April 28, 2017, that certain Amendment Agreement No. 2, dated as of February 23, 2018, that certain Amendment Agreement No. 3, dated as of July 1, 2018, that certain Amendment Agreement No. 5, dated as of December 20, 2018, that certain Amendment No. 7, dated as of May 1, 2019 and that certain Amendment No. 8, dated as of May 3, 2021, as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of August 28, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC.
92. Consulting Agreement, dated as of March 1, 2019, by and between Vineyard Wind LLC and Lautec US Inc., as amended by that certain Consulting Agreement Amendment No. 1, that certain Consulting Agreement Amendment No. 2, that certain Consulting Agreement Amendment No. 3, fully executed as of July 22, 2019, that certain Consulting Agreement Amendment No. 5, fully executed as of October 14, 2020, that certain Consulting Agreement Amendment No. 6, fully executed as of October 29, 2020 and that certain Consulting

Agreement Amendment No. 7, fully executed as of February 11, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of April 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC, and as further amended by that certain Consulting Agreement Amendment No. 8, fully executed as of May 3, 2021, that certain Consulting Agreement Amendment No. 9, fully executed as of August 3, 2021 and that certain Consulting Agreement Amendment No. 10, fully executed as of August 10, 2021

93. Software Service Agreement, fully executed as of June 17, 2021, by and between Lautec US Inc. and Vineyard Wind 1 LLC
94. Consulting Agreement, dated as of January 1, 2020, by and between Vineyard Wind LLC and Peak Wind ApS Inc., as amended by that certain First Amendment to Consulting Agreement, dated as of May 1, 2020, that certain Second Amendment to Consulting Agreement, dated as of July 1, 2020, that certain Third Amendment to Consulting Agreement, effective as of January 1, 2020, that certain Fourth Amendment to Consulting Agreement, dated as of March 1, 2021 and that certain Fifth Amendment to Consulting Agreement, effective as of January 1, 2021, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of May 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
95. Master Services Contract, dated as of October 24, 2018, by and between Vineyard Wind LLC and Aon Risk Services Northeast, Inc., as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of May 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
96. Consulting Agreement, dated as of August 30, 2017, by and between Vineyard Wind LLC and Stantec Consulting Services Inc., as amended by that certain Amendment to Consulting Agreement (storm clean), dated as of April 16, 2018, that certain Amendment to Consulting Agreement (sub-clean), dated as of April 16, 2018, that certain Amendment to Consulting Agreement (permit support), dated as of August 14, 2018, that certain Amendment to Consulting Agreement (permit support), dated as of September 26, 2018, that certain Amendment to Consulting Agreement, dated as of May 30, 2019, that certain Amendment to Consulting Agreement, dated as of September 12, 2019, that certain Amendment to Consulting Agreement, dated as of November 1, 2019, that certain Eleventh Amendment to Consulting Agreement, dated as of May 7, 2020, that certain Fourth Amendment to Consulting Agreement, dated as of June 1, 2020, that certain Fifth Amendment to Consulting Agreement, dated as of February 1, 2020 and fully executed as of February 6, 2021, and associated variation orders, including Variation Order No. 1, dated as of November 30, 2018 and Variation Order No. 2, dated as of February 15, 2019, and as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of May 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC
97. Agreement, dated as of May 3, 2017, by and between Vineyard Wind LLC and CI Alice II Inc., as assigned to Vineyard Wind 1 LLC by that certain Assignment and Assumption Agreement, dated as of May 1, 2021 between Vineyard Wind LLC and Vineyard Wind 1 LLC

98. Collateral Support and Reimbursement Agreement, dated as of January 28, 2021, by and between Avangrid, Inc. and Vineyard Wind 1 LLC
99. Engagement Letter, executed by and between Vineyard Wind 1 LLC and Bech-Bruun
7. Memorandum of Agreement, effective as of the date fully executed, by and among Vineyard Wind 1 LLC, Reid A. “Sam” Dunn and Joshua Cobb Dunn, individually, and Dunn Family L.L.C
8. Consulting Agreement, dated as of March 29, 2021, by and between Vineyard Wind 1 LLC and Epsilon Associates, Inc.
9. Consulting Agreement, dated as of May 1, 2021, Vineyard Wind 1 LLC and Geraldine Edens, P.A.
10. Consulting Agreement – 501N, dated as of January 1, 2021, by and between Vineyard Wind 1 LLC and Island Wind Inc.
11. Letter of Engagement, dated as of February 22, 2021, by and between Vineyard Wind 1 LLC and Norton Rose Fulbright US LLP
12. Confirmation, dated as of May 20, 2021, issued by Banco Santander, S.A., to Vineyard Wind 1 LLC, in connection with that certain Deal-Contingent FX Swap Transaction
13. Engagement Letter, dated as of April 6, 2021, by and between Vineyard Wind 1 LLC and Sidley Austin LLP
14. 501N Geophysical Campaign Contract, dated as of April 30, 2021, between Vineyard Wind 1 LLC and Alpine Ocean Seismic Survey Inc., as amended by that certain Amendment to 501N Geophysical Campaign for UXO Survey, dated July 1, 2021 and effective as of June 8, 2021, and that certain Second Amendment, dated as of July 23, 2021
15. Contractor Services Agreement, effective as of June 14, 2021, by and between Vineyard Wind 1 LLC and Offshore Wind Farm Support, LLC, as amended by that certain First Amendment to Contractor Services Agreement, dated as of June 14, 2021
16. PSO Framework Agreement, executed as of June 14, 2021, Vineyard Wind 1 LLC and RPS Group, Inc., and associated call-off agreements, including that certain Call-Off Agreement No. 1, executed as of June 14, 2021, and that certain Call-Off Agreement No. 2, executed as of June 14, 2021
17. Framework Agreement, dated as of May 18, 2021, Vineyard Wind 1 LLC and RPS Group, Inc., and associated call-off agreements, including that certain Call-Off Agreement No. 1, executed as of May 18, 2021, and that certain Call-Off Agreement No. 2, executed as of May 18, 2021

111. Early Works Agreement, dated as of May 6, 2021, by and between Vineyard Wind 1 LLC and Sea Services North America, LLC
112. Contractor Services Agreement, dated as of June 15, 2021, by and between Vineyard Wind 1 LLC and Sea Services North America, LLC, as amended by that certain Amendment to Contractor Services Agreement, dated as of June 15, 2021
113. Early Works Agreement, dated as of June 7, 2021, by and between Vineyard Wind 1 LLC and Alpine Ocean Seismic Survey Inc., as amended by that certain Amendment No. 01, dated as of June 17, 2021, and that certain Second Amendment, dated June 25, 2021
114. Project Labor Agreement, dated as of June 25, 2021, by and among Vineyard Wind 1 LLC, the Project Prime Contractor (as defined therein), the Council (as defined therein), and the Local Unions (as defined therein)
115. Limited Notice to Proceed, dated as of July 2, 2021, from Vineyard Wind 1 LLC to Patriot Offshore Marine Services, LLC
116. Limited Notice to Proceed, dated as of July 1, 2021, from Vineyard Wind 1 LLC to American Offshore Services, LLC
117. Host Community Agreement, dated as of October 3, 2018, by and between Town of Barnstable, a Massachusetts Municipal Corporation, and Vineyard Wind LLC, as assigned to Vineyard Wind Shareco LLC by that certain Assignment and Assumption Agreement, dated as of August 27, 2021, between Vineyard Wind LLC and Vineyard Wind Shareco LLC (included in this Schedule 3.10 solely to the extent that Vineyard Wind 1 LLC is a member of Vineyard Wind Shareco LLC)
118. Good Neighbor Agreement, dated as of August 27, 2020, by and among Town and County of Nantucket, Massachusetts, Maria Mitchell Association and the Nantucket Preservation Trust, as assigned to Vineyard Wind Shareco LLC by that certain Assignment and Assumption Agreement, dated as of August 27, 2021, between Vineyard Wind LLC and Vineyard Wind Shareco LLC (included in this Schedule 3.10 solely to the extent that Vineyard Wind 1 LLC is a member of Vineyard Wind Shareco LLC)
119. Limited Liability Company Agreement of Shareco LLC, dated as of the Closing Date, by and among Vineyard Wind LLC, Vineyard Wind 1 LLC, Park City Wind LLC and OCS-A 0522 LLC

**SCHEDULE 4.01(I)
TO
CREDIT AGREEMENT**

REAL PROPERTY DOCUMENTS

1. Commercial Lease of Submerged Lands for Renewable Energy Development on the Outer Continental Shelf, Renewable Energy Lease Number OCS-A 0501, effective April 1, 2015, between Vineyard Wind 1 LLC (as assignee of Vineyard Wind LLC) and United States Department of the Interior Bureau of Ocean Energy Management (BOEM), as amended by that certain Amendment of Renewable Energy Lease OCS-A 0501, dated as of June 22, 2021, as assigned to Vineyard Wind 1 LLC by that certain Outer Continental Shelf (OCS) Assignment of Record Title Interest in Federal OCS Renewable Energy Lease affecting lease OCS-A 0501, dated as of April 21, 2021 and approved by BOEM on and effective as of June 28, 2021, and as modified by that Bureau of Ocean Energy Management Notice of Approval of Construction and Operations Plan (COP) dated July 15, 2021.
2. Project Easement of Lease OCS-A 0501 granted July 15, 2021 by the United States Department of Interior Bureau of Ocean Energy Management.
3. License No. 15011 dated March 10, 2020 (Chapter 91 License) granted by the Commonwealth of Massachusetts Department of Environmental Protection to Vineyard Wind LLC to construct and maintain two (2) electric transmission sub-sea cables with associated cable protection structures and to perform dredging for the burial of the cables in and under the Massachusetts waters of Nantucket Sound and Muskeget Channel in the Towns of Barnstable, Edgartown and Nantucket, Massachusetts from the boundary with the federal waters to Covell's Beach in Barnstable, Massachusetts (a) recorded January 25, 2021 with the Barnstable County Registry of Deeds in Book 33718 Page 180, and filed with the Barnstable County Registry District of the Land Court as Document No. 1418179, (b) recorded March 20, 2020 with the Dukes County Registry of Deeds in Book 1523, Page 1035, and (c) recorded September 11, 2020 with the Nantucket County Registry of Deeds in Book 1764, Page 173, as affected by an Assignment and Assumption of License between Vineyard Wind LLC and Vineyard Wind 1 LLC (x) recorded with the Barnstable County Registry of Deeds in Book 34285 Page 344, and filed with the Barnstable County Registry District of the Land Court as Document No. 1433918, (y) recorded with the Dukes County Registry of Deeds in Book 1586, Page 401, and (z) recorded with the Nantucket County Registry of Deeds in Book 1836, Page 199.
4. Easement dated as of January 12, 2021 from The Inhabitants of the Town of Barnstable to Vineyard Wind LLC to construct and maintain subsurface high voltage electric power transmission cables, along with associated surface and subsurface appurtenances under and on Covell's Beach in Barnstable, Massachusetts, which Easement is recorded with the Barnstable County Registry of Deeds in Book 33843 Page 168, and filed with the Barnstable County Registry District of the Land Court as Document No. 1421315, as affected by an Assignment and Assumption of Easement between Vineyard Wind LLC and

Vineyard Wind 1 LLC recorded with the Barnstable County Registry of Deeds in Book 33982 Page 341, and filed with the Barnstable County Registry District of the Land Court as Document No. 1424729.

5. Easement dated as of January 12, 2021 and recorded February 25, 2021 from The Inhabitants of the Town of Barnstable to Vineyard Wind LLC to construct and maintain subsurface high voltage electric power transmission cables, along with associated surface and subsurface appurtenances under and on Craigville Beach Road, Strawberry Hill Road, Wequaquet Lane, Phinney's Lane, Attucks Lane and Independence Drive (a/k/a Independence Way) in Barnstable, Massachusetts which Easement is recorded with the Barnstable County Registry of Deeds in Book 33830, Page 74, as affected by an Assignment and Assumption of Easement between Vineyard Wind LLC and Vineyard Wind 1 LLC recorded with the Barnstable County Registry of Deeds in Book 33895 Page 17.
6. Permit No. 5-2019-0358 issued December 23, 2019 granted by Massachusetts Department of Transportation to Vineyard Wind 1 LLC (as assignee of Vineyard Wind LLC pursuant to that certain Assignment and Assumption of Permit, effective as of March 1, 2021) to install electrical duct bank within the State Highway Layout on Falmouth Road (Route 28), Phinney's Lane and Iyannough Road (Route 132), as affected by Extension issued November 20, 2020.
7. Lease Agreement dated as of May 1, 2021 between Vineyard Wind 1 LLC and Flagship Storage Hyannis LLC with respect to certain property located at 40 Communications Way in Barnstable, Massachusetts, as evidenced by a Notice of Lease recorded with the Barnstable County Registry of Deeds in Book 34103, Page 170.
8. Amended and Restated Lease Agreement effective as of August 11, 2020 between Vineyard Wind 1 LLC (as assignee of Vineyard Wind LLC) and Massachusetts Clean Energy Technology Center, as amended by that certain Amendment to Amended and Restated Lease Agreement effective as of January 29, 2021, that certain Second Amendment to Amended and Restated Lease Agreement effective as of February 24, 2021, and that certain Third Amendment to Amended and Restated Lease Agreement as of April 1, 2021, with respect to certain property having an address at 4 Wright Street, New Bedford, Massachusetts, as evidenced by a Notice of Lease recorded with the Bristol County (Southern District) Registry of Deeds in Book 13940, Page 135.

**SCHEDULE 5.24
TO
CREDIT AGREEMENT**

EQUATOR PRINCIPLES ACTION PLAN

Equator Principle	Required Action
Principle 2	Borrower shall undertake a Human Rights Assessment, starting with an initial evaluation of the potential for human rights impacts associated with the Development. Borrower and its representatives shall follow the Guidance Note on Implementation of Human Rights Assessments Under the Equator Principles promulgated by the Equator Principles Association in September 2020, as well as the Guiding Principles on Business and Human Rights promulgated by the United Nations, when conducting the initial evaluation for potential human rights impacts.
Principle 6	Borrower shall update its Grievance Mechanism documentation to separate communities from employees, with differing procedures for each. Such updated documentation shall include completion timelines for each stage of grievance resolution. Borrower shall also develop and post a grievance template/form for use.
Principle 10	Information on human rights impacts should be made available for public review. In particular, if the Human Rights Assessment completed in satisfaction of Principle 2 identifies material items, the Human Rights Assessment should be made publicly accessible.

**SCHEDULE 6.11
TO
CREDIT AGREEMENT**

APPROVED AFFILIATE CONTRACTS

1. O&M Agreement
2. Construction Management Agreement
3. Management Services Agreement
4. Build-Out Agreement
5. Shareco LLCA
6. Construction Pledgor LLCA
7. Sponsor Partner LLCA

EQUITY CONTRIBUTION AGREEMENT

among

AVANGRID VINEYARD WIND, LLC,

CI-II ALICE HOLDING LLC,

and

CI III ALICE HOLDING LLC,

as Members,

VINEYARD WIND CI PARTNERS 1 LLC

as CIP Partner,

VINEYARD WIND SPONSOR PARTNERS 1 LLC

as Sponsor Partner

VINEYARD WIND TE PARTNERS 1 LLC

as TE Partners

VINEYARD WIND 1 PLEDGOR LLC,

as Construction Pledgor,

VINEYARD WIND 1 LLC,

as Borrower,

BANCO SANTANDER, S.A., NEW YORK BRANCH,

as Administrative Agent

and

MUFG UNION BANK, N.A.,

as Collateral Agent

Dated as of September 15, 2021

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- EXHIBIT B - Form of Equity Letter of Credit
- EXHIBIT C - Form of Funding Notice
- EXHIBIT D - Form of Equity Cure Contribution Notice
- EXHIBIT E - Form of Assumption Agreement

This EQUITY CONTRIBUTION AGREEMENT, dated as of September 15, 2021 (as amended, modified or supplemented from time to time, this “Agreement”), is among AVANGRID VINEYARD WIND, LLC, a Delaware limited liability company (the “Avangrid Member”), CI-II ALICE HOLDING LLC, a Delaware limited liability company (the “CI II Member”), CI III ALICE HOLDING LLC, a Delaware limited liability company (the “CI III Member”, and together with the Avangrid Member and the CI II Member, the “Members”), VINEYARD WIND CI PARTNERS 1 LLC, a Delaware limited liability company (the “CIP Partner”), VINEYARD WIND SPONSOR PARTNERS 1 LLC, a Delaware limited liability company (“Sponsor Partner”), VINEYARD WIND TE PARTNERS 1 LLC, a Delaware limited liability company (“TE Partners”), VINEYARD WIND 1 PLEDGOR LLC, a Delaware limited liability company (“Construction Pledgor”), VINEYARD WIND 1 LLC, a Delaware limited liability company (the “Borrower”), BANCO SANTANDER, S.A., NEW YORK BRANCH, in its capacity as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”) and MUFG UNION BANK, N.A., a national association, in its capacity as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”).

RECITALS

- A. The Borrower, the Administrative Agent, the Collateral Agent, the lenders party thereto and the issuing lenders party thereto are entering into the Credit Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the “Credit Agreement”).
 - B. The Credit Agreement provides for, subject to the terms and conditions thereof, Loans and other extensions of credit to be made to the Borrower for the Development.
 - C. As of the date hereof:
 - (i) the CI II Member owns 50% of the issued and outstanding membership interests of the CIP Partner, and the CI III Member owns 50% of the issued and outstanding membership interests of the CIP Partner;
 - (ii) the Avangrid Member owns 50% of the issued and outstanding membership interests of Construction Pledgor and the CIP Partner owns 50% of the issued and outstanding membership interests of Construction Pledgor; and
 - (iii) Construction Pledgor owns 100% of the issued and outstanding membership interests of the Borrower; and
 - D. As of the date hereof:
 - (i) the Avangrid Member owns 50% of the issued and outstanding membership interests of Sponsor Partner and the CIP Partner owns 50% of the issued and outstanding membership interests of Sponsor Partner; and
 - (ii) Sponsor Partner owns 100% of the issued and outstanding membership interests of TE Partners.
 - E. In a Specified Sale, Construction Pledgor in the future may sell to TE Partners 100% of the issued and outstanding membership interests of the Borrower, and in a Tax Equity Transaction one or more tax equity investors may invest in TE Partners, such that, as of the consummation of the Specified Sale and the Tax Equity Transaction:
 - (i) Sponsor Partner will continue to own 100% of the class B membership interests in TE Partners; and
 - (ii) TE Partners will own 100% of the issued and outstanding membership interests of the Borrower.
 - F. Through their indirect ownership of the Borrower, each Member will benefit from the making of the Loans and the extensions of credit, in each case, to the Borrower for the Development.
 - G. The Avangrid Member has agreed to make equity contributions to the Applicable Pledgor, who in turn has agreed to contribute such amounts to the Borrower, in each case from time to time in accordance with this Agreement in order to make funds available to Borrower for the funding of certain of Borrower’s costs of developing and constructing the Project and to satisfy certain other conditions under and in accordance with the Credit Agreement and the other Financing Documents.
 - H. Each of the CI II Member and the CI III Member has agreed to make equity contributions to the CIP Partner, who in turn has agreed to contribute such amounts to the Applicable Pledgor, who in turn has agreed to contribute such
-

amounts to the Borrower, in each case from time to time in accordance with this Agreement in order to make funds available to Borrower for the funding of certain costs of Borrower incurred in connection with developing and constructing the Project and to satisfy certain other conditions under and in accordance with the Credit Agreement and the other Financing Documents.

To induce the Lenders and Issuing Lenders to enter into the Financing Documents and to extend credit thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Member, the Administrative Agent, the Collateral Agent (for and on behalf of the Secured Parties), CIP Partner, Construction Pledgor, Sponsor Partner, TE Partners and the Borrower agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings assigned thereto in the Credit Agreement. In addition, as used in this Agreement, the following terms shall have the meanings specified below:

“Accelerated Contribution Amount” shall mean, for any Member as at any date, the lesser of (a) such Member’s Maximum Available Equity Contribution Amount at such date and (b) such Member’s Member Percentage of the aggregate Obligations outstanding as of such date.

“Accelerated Contribution Date” shall have the meaning ascribed thereto in Section 2.01(c).

“Acceleration Event” shall mean the occurrence and continuation of an Event of Default pursuant to Article VII of the Credit Agreement that has resulted in an acceleration of the Loans.

“Acceleration Event Notice” shall mean a written demand from the Administrative Agent acting at the direction of the Required Lenders to each Member requesting payment by each Member of its respective Accelerated Contribution Amount and notifying each Member of the occurrence and continuation of an Event of Default and such acceleration.

“Acceptable Member” means any Member (including any Qualifying Transferee) under this Agreement (i) with long-term unsecured senior debt ratings of (A) at least BBB- (or the then-equivalent rating) by S&P and (B) at least Baa3 (or the then-equivalent rating) by Moody’s, or (ii) with respect to any Member not party to this Agreement as of the Closing Date, that has been approved as an Acceptable Member in writing by each Lender.

“Acceptable Member Credit Support” means, individually or collectively, an Equity Letter of Credit, cash on deposit in a Construction Equity Account or a Member Guaranty (as the context may require).

“Administrative Agent” has the meaning ascribed thereto in the introduction.

“Agreement” has the meaning ascribed thereto in the introduction.

“Assumption Agreement” has the meaning ascribed thereto in Section 5.13.

“Avangrid Member” has the meaning ascribed thereto in the introduction.

“Borrower” has the meaning ascribed thereto in the introduction.

“Borrower Bankruptcy” has the meaning ascribed thereto in Section 2.04.

“CI II Member” has the meaning ascribed thereto in the introduction.

“CI III Member” has the meaning ascribed thereto in the introduction.

“CIP Partner” has the meaning ascribed thereto in the introduction.

“Collateral Agent” has the meaning ascribed thereto in the introduction.

“Construction Equity Account” means, with respect to a Member, an account established from time to time by the Borrower (at the direction of such Member) pursuant to the Depositary Agreement and funded, or

caused to be funded, by such Member in an amount equal to such Member's Maximum Available Equity Contribution Amount as of the relevant time.

"Construction Pledgor" has the meaning ascribed thereto in the introduction.

"Credit Agreement" has the meaning ascribed thereto in the recitals.

"Defaulted Member" has the meaning ascribed thereto in Section 4.01.

"Defaulted Payment" has the meaning ascribed thereto in Section 4.01.

"Equity Contribution" means any equity contribution made to the Borrower in accordance with Section 2.01(a).

"Equity Contribution Amount" means \$1,653,056,840.98, as such amount may be reduced in accordance with Section 2.01(g).

"Equity Contribution Date" means the date specified in an Equity Contribution Request as the date on which Equity Contributions are requested by the Borrower.

"Equity Contribution Funding Amount" means, with respect to any Equity Contribution Date, an amount equal to the aggregate amount of the Project Costs to be paid or payable with the proceeds of Equity Contributions to be made on such Equity Contribution Date.

"Equity Contribution Request" means a written request substantially in the form attached as Exhibit A hereto, which shall be delivered by the Borrower to each Member (with a copy thereof delivered to the Administrative Agent) prior to each applicable Equity Contribution Date and shall include the applicable Equity Contribution Date and Equity Contribution Funding Amount.

"Equity Cure Contribution" has the meaning ascribed thereto in Section 2.01(d)(iv).

"Equity Cure Contribution Amount" has the meaning ascribed thereto in Section 2.01(d)(iv).

"Equity Cure Contribution Date" has the meaning ascribed thereto in Section 2.01(d)(iv).

"Equity Cure Contribution Notice" has the meaning ascribed thereto in Section 2.01(d)(iv).

"Equity Letter of Credit" means an irrevocable letter of credit, substantially in the form of Exhibit B hereto or otherwise in a form reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Collateral Agent, issued by an Acceptable Bank in favor of the Collateral Agent (for the benefit of the Secured Parties), in each case, that has a stated maturity date that is not earlier than 12 months after the date of issuance of such letter of credit, and which letter of credit and all related documentation are satisfactory to the Administrative Agent, acting reasonably, and in each case no Loan Party or Subsidiary thereof is the account party in respect of such letter of credit or otherwise liable in any respect for any reimbursement payments for any drawings under such letter of credit or any other costs associated therewith and such letter of credit is not secured by any assets of any Loan Party or Subsidiary thereof (including the Collateral).

"Foreclosure Transaction" has the meaning ascribed thereto in Section 5.05(b).

"Funding Amount" means, with respect to any Member on any Funding Date, such Member's Member Percentage of the Equity Contribution Funding Amount or the Accelerated Contribution Amount, as the case may be, for such Funding Date.

"Funding Date" means any Equity Contribution Date or the Accelerated Contribution Date, as applicable.

"Funding Member" has the meaning ascribed thereto in Section 2.01(d)(iv).

"Funding Notice" has the meaning ascribed thereto in Section 2.01(d)(i).

"Guarantor Downgrade Event" means with respect to an Acceptable Member or Member Guarantor (including Avangrid, Inc.), the occurrence of a downgrade in such Acceptable Member's or such Member Guarantor's (including Avangrid, Inc.) long-term unsecured senior debt rating below BBB- (or the then-equivalent rating) by S&P or below Baa3 (or the then-equivalent rating) by Moody's.

“Litigation Resolution Plan” means a written plan prepared by the Borrower, in form and substance reasonably satisfactory to the Required Lenders, to resolve outstanding actions, suits, proceedings, investigations or similar actions, including those set forth on Schedule 3.07 of the Credit Agreement, and to mitigate outstanding litigation risk in connection therewith.

“Maximum Available Equity Contribution Amount” means, at any date of determination, with respect to each Member, an amount equal to its Member Percentage of the Equity Contribution Amount (x) minus the aggregate amount, if any, of the Equity Contributions actually made to the Borrower prior to such date by or on behalf of such Member under this Agreement (including any Equity Contributions that are made from the proceeds of each draw on or other payment from any Acceptable Member Credit Support but excluding, for the avoidance of doubt, any such contributions used to provide cash collateral as contemplated by clause (p) of the definition of “Permitted Encumbrances” in the Credit Agreement), but for the avoidance of doubt excluding any Equity Cure Contributions made by a Funding Member, (y) minus the aggregate amount, if any, of the Equity Cure Contributions credited to such Member pursuant to Section 2.01(d)(v) prior to such date as a result of such Member being a Non-Funding Member, and (z) plus the aggregate amount, if any, of the reimbursements of Drawstop Equity Contributions made by the Borrower to such Member.

“Member Guarantor” means any guarantor of the obligations of any Member (including any Qualifying Transferee) under this Agreement (i) with long-term unsecured senior debt ratings of (A) at least BBB- (or the then-equivalent rating) by S&P and (B) at least Baa3 (or the then-equivalent rating) by Moody’s, or (ii) that has been approved as a Member Guarantor in writing by each Lender.

“Member Guaranty” means a guaranty provided on behalf of a Member (including a Qualifying Transferee) from a Member Guarantor to guarantee the obligations of such Member hereunder, in form and substance reasonably satisfactory to the Administrative Agent (acting at the direction of the Required Lenders) and the Collateral Agent, in favor of the Collateral Agent (for the benefit of the Secured Parties).

“Member Percentage” means (i) in the case of the Avangrid Member, 50%, (ii) in the case of the CI II Member, 25%, and (iii) in the case of the CI III Member, 25%, in each case as such percentage may be increased or reduced from time to time after the date hereof to reflect transfers of the membership interests of the Applicable Pledgor (as applicable) effected in accordance with the terms of this Agreement (including Section 5.13), the Credit Agreement and the other Financing Documents; provided that no such adjustment shall be effective to alter such Member’s Member Percentage unless the following conditions have been satisfied: (a) such Member has notified the Administrative Agent of the effective date and extent of any change in any Member’s ownership interests in the membership interests of the Applicable Pledgor (whether by disposition, acquisition or additional equity contributions) in accordance with the governing limited liability company agreement or other applicable governing document of the Applicable Pledgor, (b) such change in ownership interests in the Applicable Pledgor shall not cause a Change of Control under the Credit Agreement (or it shall have been approved in accordance with the terms of the Credit Agreement) and (c) after giving effect to such change in the Members’ Member Percentages and any new Acceptable Member Credit Support provided by or on behalf of the Members in connection with such change in Member Percentages, the Members, collectively, will have provided Acceptable Member Credit Support in an amount equal to 100% of the aggregate Maximum Available Equity Contribution Amount of the Members at such time and after giving effect to such an assumption and release, the sum of all Member Percentages shall equal 100%.

“Members” has the meaning ascribed thereto in the introduction.

“Negative Credit Event” means, with respect to an Acceptable Bank that has issued an Equity Letter of Credit, a downgrade in (including the withdrawal of) the Acceptable Bank’s long-term unsecured senior debt rating by S&P or Moody’s such that the Acceptable Bank no longer meets the credit criteria set forth in the definition of “Acceptable Bank”.

“Negative Credit Event Drawing Date” has the meaning ascribed thereto in Section 2.01(f)(vi).

“Non-Funding Member” has the meaning ascribed thereto in Section 2.01(d)(iv).

“Non-Renewal Drawing Date” has the meaning ascribed thereto in Section 2.01(f)(vi).

“Qualifying Transferee” means any Person permitted to be an assignee of indirect membership interests in the Borrower pursuant to and in accordance with the Financing Documents.

“Reduction Certificate” means a certificate substantially in the form attached as an annex to the applicable Equity Letter of Credit to be delivered to the issuer thereof to effect a reduction in the amount available to be drawn on such Equity Letter of Credit.

“Retained Interest” has the meaning ascribed thereto in Section 4.03.

“Sponsor Partner” has the meaning ascribed thereto in the introduction.

“TE Partners” has the meaning ascribed thereto in the introduction.

“Term Credit Agreement (CIP)” means certain Credit Agreement, dated as of the Closing Date, among CIP Partner, the lenders and issuing lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as the administrative agent and MUFG Union Bank, N.A., as the collateral agent.

“Term Credit Agreement (Avangrid)” means that certain Credit Agreement, dated as of the Closing Date, among Avangrid Member, the lenders and issuing lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as the administrative agent and MUFG Union Bank, N.A., as the collateral agent.

- 1.02 Rules of Interpretation. The principles of construction and interpretation set forth in the Credit Agreement shall apply to, and are hereby incorporated by reference in, this Agreement.

ARTICLE II

MEMBER SUPPORT

2.01 Undertakings.

(a) Equity Contributions.

- (i) Subject to the terms and conditions hereof, each Member hereby severally (and not jointly) agrees to make equity contributions (x) prior to a Specified Sale, to Construction Pledgor and (y) from and after a Specified Sale, to Sponsor Partner, in each case, at the times prescribed in this Section 2.01 in an aggregate amount up to, but not exceeding, its Member Percentage of the Equity Contribution Amount.
- (ii) Sponsor Partner agrees to contribute all such Equity Contributions to TE Partners immediately upon receipt.
- (iii) Each Applicable Pledgor agrees to contribute all such Equity Contributions to the Borrower immediately upon receipt.
- (iv) Borrower shall request such Equity Contributions from the Members by delivery of an Equity Contribution Request from time to time to the extent required for the payment of Project Costs then due and payable and reasonably expected to be due and payable prior to the next Equity Contribution Date and for application in accordance with the Depositary Agreement.

(b) Contribution Date Contributions.

- (i) On each Equity Contribution Date, each Member shall make an Equity Contribution in an amount equal to such Member’s Member Percentage of the Equity Contribution Funding Amount required to be made hereunder on such Equity Contribution Date (but in no event more than such Member’s then current Maximum Available Equity Contribution Amount), which shall be made by depositing such Equity Contribution Funding Amount into the Construction Account for application in accordance with the Depositary Agreement.
 - (ii) Upon the contribution by a Member of its Member Percentage of the relevant Equity Contribution Funding Amount: (A) if a contribution is made prior to a Specified Sale, (1) a contribution by the CI II Member or the CI III Member shall be deemed to have been made to CIP Partner, which CIP Partner shall be deemed to have made immediately to Construction Pledgor, which Construction Pledgor shall be deemed to have made immediately to the Borrower and (2) a contribution by the Avangrid Member shall be deemed to have been made immediately to Construction Pledgor, which Construction Pledgor shall be deemed to have made immediately to the Borrower, in each case, in the amount of such Member Percentage of the Equity Contribution Funding Amount; and (B) if a
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contribution is made on or after a Specified Sale, (1) a contribution by the CI II Member or the CI III Member shall be deemed to have been made to CIP Partner, which CIP Partner shall be deemed to have made immediately to Sponsor Partner, which Sponsor Partner shall be deemed to have made immediately to TE Partners, which TE Partners shall be deemed to have made immediately to the Borrower and (2) a contribution by the Avangrid Member shall be deemed to have been made immediately to Sponsor Partner, which Sponsor Partner shall be deemed to have made immediately to TE Partners, which TE Partners shall be deemed to have made immediately to the Borrower, in each case in the amount of such Member Percentage of the Equity Contribution Funding Amount.

(c) Accelerated Contribution.

- (i) Within five Business Days after the occurrence of an Acceleration Event or within five Business Days of receipt of an Acceleration Event Notice (the "Accelerated Contribution Date"), each Member shall make an Equity Contribution in an amount equal to such Member's Accelerated Contribution Amount, which shall be made by paying or depositing such Accelerated Contribution Amount as directed by the Administrative Agent acting at the direction of the Required Lenders.
- (ii) Upon the contribution by a Member of such Member's Accelerated Contribution Amount: (A) if a contribution is made prior to a Specified Sale, (1) a contribution by the CI II Member or the CI III Member shall be deemed to have been made to CIP Partner, which CIP Partner shall be deemed to have made immediately to Construction Pledgor, which Construction Pledgor shall be deemed to have made immediately to the Borrower and (2) a contribution by the Avangrid Member shall be deemed to have been made immediately to Construction Pledgor, which Construction Pledgor shall be deemed to have made immediately to the Borrower, in each case, in the amount of such Member Percentage of the Accelerated Contribution Amount; and (B) if a contribution is made on or after a Specified Sale, (1) a contribution by the CI II Member or the CI III Member shall be deemed to have been made to CIP Partner, which CIP Partner shall be deemed to have made immediately to Sponsor Partner, which Sponsor Partner shall be deemed to have made immediately to TE Partners, which TE Partners shall be deemed to have made immediately to the Borrower and (2) a contribution by the Avangrid Member shall be deemed to have been made immediately to Sponsor Partner, which Sponsor Partner shall be deemed to have made immediately to TE Partners, which TE Partners shall be deemed to have made immediately to the Borrower, in each case in the amount of such Member Percentage of the Accelerated Contribution Amount.

(d) Payment of Funding Amounts.

- (i) Prior to each Funding Date, each Member shall notify the Administrative Agent by notice in the form of Exhibit C attached hereto (such notice, a "Funding Notice") (A) whether it intends to fund its Funding Amount directly in cash, (B) in the case of a Member that has funded, or caused to be funded, a Construction Equity Account, whether it will request to apply funds standing to the credit of such account, in which case the Borrower will instruct the Administrative Agent, who shall direct the Depository Bank, to transfer amounts from such Construction Equity Account on the Funding Date in the amount of such Funding Amount or (C) in the case of a Member that has posted one or more Equity Letters of Credit pursuant to Section 2.01(f), whether it will request to apply proceeds of one or more draws on such Equity Letters of Credit, in which case the Collateral Agent (acting at the written direction of the Administrative Agent) shall draw upon any or all such Equity Letters of Credit in the amount of such Funding Amount and to deposit such amounts into the Construction Account. In the case described in clauses (A) and (B) above, a Member shall deliver a Funding Notice to the Administrative Agent not later than 12:00 noon New York time one Business Day prior to the applicable Funding Date. In the case described in clause (C) above, a Member shall deliver a Funding Notice to the Administrative Agent not later than 12:00 noon New York time four Business Days prior to the applicable Funding Date. Each Member that has elected (or is deemed to have elected) to fund its Funding Amount directly in cash shall pay its respective Funding Amount on the Funding Date in Dollars and in immediately available funds to the Construction Account for application in accordance with the Depository Agreement or, in the event of an Accelerated Contribution Date, as directed by the Administrative Agent acting at the direction of the Required Lenders. If any Member has elected (or is deemed to have elected) to fund its Funding Amount by transferring amounts from a Construction Equity Account funded by such Member, such Member shall instruct the Borrower to direct the Administrative Agent, who shall direct the Depository Bank to transfer from such Construction Equity Account the respective Funding Amount of such Member
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on the Funding Date to the Construction Account for application in accordance with the Depositary Agreement or, in the event of an Accelerated Contribution Date, as directed by the Administrative Agent acting at the direction of the Required Lenders. If any Member has elected that the Administrative Agent direct a drawing upon any or all of its Equity Letters of Credit or if no Funding Notice is provided by any Member that has posted one or more Equity Letters of Credit, then the Collateral Agent (acting at the written direction of the Administrative Agent) shall draw upon such Equity Letters of Credit in either the amounts designated by the Administrative Agent or, if no such designation has been made, pro rata across all such Equity Letters of Credit and in the amount of such Funding Amount on the applicable Funding Date (or on such other date as may be expected to be required for such Funding Amount to be available on the Funding Date), provided that the Collateral Agent (acting at the direction of the Administrative Agent) shall deposit the proceeds of such draw (or draws) to the Construction Account for application in accordance with the Depositary Agreement or, in the event of an Accelerated Contribution Date, as directed by the Administrative Agent acting at the direction of the Required Lenders. If no election is specified in the Funding Notice, (1) *first*, the Collateral Agent (acting at the written direction of the Administrative Agent) shall, as applicable and if applicable, draw upon Equity Letters of Credit posted by such Member and (2) *second*, the Administrative Agent or the Collateral Agent (acting at the direction of the Administrative Agent and the Required Lenders) shall direct the Depositary Bank to transfer amounts from the applicable Construction Equity Account in an aggregate amount not to exceed such Funding Amount not otherwise funded by such Member in cash or by draws upon Equity Letters of Credit accordance with this Section 2.01(d)(i), and, in either case, shall deposit the proceeds thereof to the Construction Account for application in accordance with the Depositary Agreement or, in the event of an Accelerated Contribution Date, as directed by the Administrative Agent acting at the direction of the Required Lenders. Any drawing or payment made pursuant to the previous sentence shall be deemed to satisfy the funding obligations of the applicable Member in respect of such particular Funding Amount. If any Member fails to deliver a Funding Notice to Administrative Agent as required by this Section 2.01(d) and has not otherwise made its required Equity Contribution by the Funding Date, and a Member Guarantor has provided a Member Guaranty in respect of such Member's Maximum Available Equity Contribution Amount hereunder, then the Administrative Agent (acting at the direction of the Required Lenders) may demand that the applicable Member Guarantor make payment under such Member Guaranty in accordance with Section 2.01(f)(iv).

- (ii) Any (A) draw upon any Equity Letter of Credit comprising the Acceptable Member Credit Support of any Member which is paid by the issuing bank thereof to the Collateral Agent, (B) transfer from any Construction Equity Account comprising the Acceptable Member Credit Support of any Member and (C) payment by any Member Guarantor pursuant to the applicable Member Guaranty shall, in each case, when deposited in accordance with Section 2.01(b)(i) or Section 2.01(c)(i), as applicable, satisfy the funding obligations of such Member in respect of the applicable Funding Amount and shall be deemed to be an Equity Contribution to the Borrower as provided herein.
 - (iii) In the event that any Member funds any Funding Amount without resort to a draw on any Equity Letter of Credit posted by such Member, the Collateral Agent (acting at the written direction of the Administrative Agent) shall (A) request from the issuer of such Equity Letter of Credit a reduction in the amount available for drawing on such Equity Letter of Credit to an amount no greater than such Member's Maximum Available Equity Contribution Amount (as certified to the Collateral Agent by an Authorized Officer of the Borrower) by delivering a Reduction Certificate to the issuer of such Equity Letter of Credit providing for such reduction and (B) not make a drawing in excess of such Member's Maximum Available Equity Contribution Amount pending completion of such reduction. In the event that any Member funds any Funding Amount without resort to a transfer from a Construction Equity Account funded by such Member, the Administrative Agent shall direct the Depositary Bank to transfer from such Construction Equity Account to an account designated by such Member the amount by which amounts then on deposit in such Construction Equity Account exceed such Member's Maximum Available Equity Contribution Amount (as certified to the Administrative Agent by an Authorized Officer of the Borrower). Any reduction or transfer pursuant to this Section 2.01(d)(iii) shall be made without regard to whether any of the conditions set forth in Section 6.07 of the Credit Agreement have been satisfied.
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- (iv) In the event of a failure to satisfy the funding obligations of any Member pursuant to Section 2.01(d)(i) with respect to a Funding Date (such Member, a “Non-Funding Member”), any Member that has satisfied its funding obligations thereunder with respect to such Funding Date (a “Funding Member”) may (but shall not be obligated to), within 10 Business Days after such failure (if such failure has not been cured (including by a drawing in respect of or payment under such Member’s Acceptable Member Credit Support)), fund or cause to be funded all or a portion of the Non-Funding Member’s unfunded Funding Amount with respect to such Funding Date (such amount, an “Equity Cure Contribution Amount”, and such contribution, an “Equity Cure Contribution”). Prior to the anticipated date of such Equity Cure Contribution (an “Equity Cure Contribution Date”), the Funding Member shall notify the Administrative Agent by notice in the form of Exhibit D attached hereto (an “Equity Cure Contribution Notice”) of the Equity Cure Contribution Amount and the Equity Cure Contribution Date. Each Funding Member that has elected to fund an Equity Cure Contribution Amount shall pay an Equity Cure Contribution Amount on the Equity Cure Contribution Date set forth in the Equity Cure Contribution Notice in Dollars and in immediately available funds to the Construction Account for application in accordance with the Depository Agreement or, in the event of an Accelerated Contribution Date, as directed by the Administrative Agent acting at the direction of the Required Lenders. Nothing in this Section shall limit the rights of the Collateral Agent (at the direction of the Administrative Agent) or the Administrative Agent, as applicable, to draw on or demand payment under any Acceptable Member Credit Support provided on behalf of the Non-Funding Member prior to the date that is 10 Business Days after the applicable Funding Date.
- (v) Notwithstanding anything contained in Section 2.01(d)(iv) or otherwise, an Equity Cure Contribution shall be deemed an Equity Contribution made (x) by the applicable Non-Funding Member; (y) without resort to a draw on any Equity Letter of Credit posted by the applicable Non-Funding Member or a transfer from a Construction Equity Account funded by the applicable Non-Funding Member or a demand for payment under any Member Guaranty provided on behalf of the Non-Funding Member; and (z) in satisfaction or partial satisfaction of the outstanding funding obligations of the applicable Non-Funding Member. The Equity Cure Contribution shall not be regarded hereunder as an Equity Contribution made by the Funding Member. For the avoidance of doubt, the Maximum Available Equity Contribution Amount of the Non-Funding Member (and not the Funding Member) shall be decreased by the amount of the Equity Cure Contribution Amount actually received by the Borrower, and after taking into account such decrease, (A) the Collateral Agent (acting at the written direction of the Administrative Agent acting at the direction of the Required Lenders) shall, in accordance with and subject to Section 2.01(d)(iii), as applicable, request the issuer of such Equity Letter of Credit to reduce the amount available for drawing on such Equity Letter of Credit posted by the Non-Funding Member (and not the Funding Member) to an amount no greater than the Non-Funding Member’s Maximum Available Equity Contribution Amount (as certified to the Collateral Agent by an Authorized Officer of the Borrower) by delivering a Reduction Certificate to the issuer of such Equity Letter of Credit providing for such reduction or (B) the Administrative Agent shall direct the Depository Bank to transfer from any Construction Equity Account of the Non-Funding Member (and not the Funding Member) to an account designated by the Non-Funding Member the amount by which amounts then on deposit in such Construction Equity Account exceed such Non-Funding Member’s Maximum Available Equity Contribution Amount, as applicable. The Equity Cure Contribution Notice shall specify the Non-Funding Member to be credited as having made an Equity Contribution in the amount of the Equity Cure Contribution Amount. In no event shall an Equity Cure Contribution Amount with respect to the unfunded Funding Amount of a Non-Funding Member (taking into account any Equity Cure Contribution Amounts previously funded in respect of such Funding Amount) exceed the unfunded Funding Amount of such Non-Funding Member.
- (vi) If any Member has made Equity Contributions pursuant to Section 2.01(b) on any Equity Contribution Date during any period in which the Borrower is unable to satisfy any of the applicable conditions to the making of a Construction Loan set forth in Section 4.02 of the Credit Agreement, and the Borrower is subsequently able to satisfy the conditions precedent in Section 4.02 of the Credit Agreement and the Borrower has thereafter utilized Construction Loan proceeds to refund all or any portion of such Drawstop Equity Contributions, the Members’, Applicable Pledgor’s, CIP Partner’s and Sponsor Partner’s (as applicable) Maximum Available Equity Contribution Amount and obligations pursuant to Section 2.01(b) shall be automatically reinstated in an amount equal to
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the amount so refunded, which amount shall be available for future Equity Contributions in accordance with the terms and conditions hereof. Such reinstated Equity Contributions shall be evidenced by any Construction Loan Borrowing Request that provides for reimbursement of Drawstop Equity Contributions in accordance with the Credit Agreement and Depositary Agreement. For the avoidance of doubt, each Member shall be required to deliver Acceptable Member Credit Support in an aggregate amount so that credit support is then available for 100% of such Member's then-applicable aggregate Maximum Available Equity Contribution Amounts.

- (e) Member Obligations. No Member shall be required at any time to make Equity Contributions that exceed such Member's Maximum Available Equity Contribution Amount as of such time. The obligations of the Members hereunder are several and not joint, and no Member shall be obligated in any event to make an Equity Contribution that is required to be made by another Member hereunder.
- (f) Acceptable Member Credit Support.
- (i) To secure the obligations of each Member to fund its respective Funding Amounts, each of the Members party hereto on the Closing Date shall have delivered to the Collateral Agent on or prior to the Closing Date, and shall maintain at all times prior to the satisfaction or termination of such Member's obligations hereunder, Acceptable Member Credit Support in the form of (A) one or more Equity Letters of Credit, (B) cash deposited into a Construction Equity Account and/or (C) a Member Guaranty, which Acceptable Member Credit Support shall, as to each Member, in the aggregate among (A), (B) and (C) above, have an available face amount (in the case of an Equity Letter of Credit), an amount on deposit (in the case of a Construction Equity Account) and/or guaranteed amount (in the case of a Member Guaranty) equal to no less than such Member's Maximum Available Equity Contribution Amount as of such time. Nothing herein shall prevent a Member from freely substituting one form of Acceptable Member Credit Support of such Member with one or more other forms of Acceptable Member Credit Support at any time so long as the sum of the face amount, amount on deposit and/or guaranteed amount under such Acceptable Member Credit Support at any time is equal to no less than such Member's Maximum Available Equity Contribution Amount as of such time.
 - (ii) Without limiting the generality of the last sentence of Section 2.01(f)(i), upon five Business Days advance notice and immediately following the receipt of written confirmation from the Administrative Agent that a Qualifying Transferee (x) either is an Acceptable Member or has delivered Acceptable Member Credit Support and (y) executed and delivered an Assumption Agreement, then (1) the Borrower shall direct the Depository Bank, in accordance with the Depository Agreement, to transfer an amount then on deposit in the Construction Equity Account of such Member to an account designated by Borrower or an Affiliate thereof and/or (as applicable); and (2) the Collateral Agent (acting at the written direction of the Administrative Agent) shall reduce the amount available for drawing on the Equity Letter of Credit of such Member by delivering a Reduction Certificate to the issuer of such Equity Letter of Credit, in an aggregate amount (after giving effect to the actions specified in clauses (1) and (2)) not in excess of the face amount, amount on deposit and/or guaranteed amount under the Acceptable Member Credit Support delivered by the Qualifying Transferee or, in the event that the Qualifying Transferee is an Acceptable Member, the Maximum Available Equity Contribution Amount of such Acceptable Member as of the date that it became party to this Agreement; and after giving effect to the actions specified in clauses (1) and (2), the sum of the face amount, amount on deposit and guaranteed amount under the assigning Member's Acceptable Member Credit Support shall equal no less than such Member's Maximum Available Equity Contribution Amount as of such time.
 - (iii) Without limiting the generality of the last sentence of Section 2.01(f)(i), upon five Business Days advance notice and immediately following the receipt of written confirmation from the Administrative Agent that the Increase Effective Date for a Construction Bridge Loan Commitment has occurred, (1) the Borrower shall direct the Depository Bank, in accordance with the Depository Agreement, to transfer an amount then on deposit in the Construction Equity Account of such Member to an account designated by Borrower or an Affiliate thereof and, (2) the Collateral Agent (acting at the written direction of the Administrative Agent) shall reduce the amount available for drawing on an Equity Letter of Credit of such Member by delivering a Reduction Certificate to the issuer of such Equity Letter of Credit, in an aggregate amount (after giving effect to the actions specified in clauses (1) and (2)) not in excess of the Member Percentage of the aggregate principal
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amount of the Construction Bridge Loan Commitment *less* the aggregate principal amount by which the Construction Loan Commitment is reduced on the Increase Effective Date; and after giving effect to the actions specified in clauses (1) and (2), the sum of the face amount, amount on deposit and guaranteed amount under the Member's Acceptable Member Credit Support shall equal no less than such Member's Maximum Available Equity Contribution Amount as of such time (after giving effect to the reduction in the Equity Contribution Amount under Section 2.01(g)).

- (iv) Upon the failure of any Member to make payment when due in respect of any Funding Amount or upon notice or failure to provide notice as provided in Section 2.01(d), (A) the Collateral Agent (acting at the written direction of the Administrative Agent) shall, make a drawing under the Acceptable Member Credit Support, and/or (B) the Collateral Agent (acting at the written direction of the Administrative Agent) shall cause to be transferred an amount from and/or demand that the applicable Member Guarantor make payment under the applicable Acceptable Member Credit Support, in each case, provided by or on behalf of such Member and shall promptly deposit or cause to be deposited the proceeds thereof in accordance with Section 2.01(b)(i) or Section 2.01(c)(i), as applicable. Any such drawing or payment shall be deemed to satisfy the funding obligations of the applicable Member in respect of such particular Funding Amount.
 - (v) Upon termination of this Agreement, in each case at the sole cost and expense of the Borrower, (A) the Collateral Agent (acting at the written direction of the Administrative Agent) promptly shall return any Equity Letter of Credit provided by the applicable Member comprising Acceptable Member Credit Support to the issuer thereof, together with a written request from the Collateral Agent to cancel such Equity Letter of Credit, and/or (B) the Administrative Agent promptly shall (1) direct the Depository Bank to transfer remaining amounts then on deposit in any Construction Equity Account to be returned to or as instructed by the applicable Member or an Affiliate thereof and (2) execute and deliver a release of any Member Guaranty, if so requested by any Member Guarantor.
 - (vi) If either (x) at least 30 days prior to the expiration date of an Equity Letter of Credit (such date, after giving effect to any extensions or any automatic renewal of an Equity Letter of Credit in accordance with its terms, the "Non-Renewal Drawing Date") the Collateral Agent has not received replacement Acceptable Member Credit Support, or (y) the Borrower, any Member or any Secured Party notifies the Collateral Agent of a Negative Credit Event with respect to the issuer of any Equity Letter of Credit comprising Acceptable Member Credit Support and, unless such Negative Credit Event is cured during such time, the applicable Member has failed to deliver replacement Acceptable Member Credit Support within the earlier of (I) 15 Business Days after such Negative Credit Event and (II) 15 Business Days prior to the stated maturity date of such Equity Letter of Credit (the earlier of (I) and (II), the "Negative Credit Event Drawing Date"), then, in the case of either (x) or (y), the Collateral Agent (acting at the written direction of the Administrative Agent) shall make a drawing under such Acceptable Member Credit Support in an amount equal to the full available amount of such Equity Letter of Credit, at any time, in the case of clause (x), after the Non-Renewal Drawing Date, or, in the case of clause (y), on or after the Negative Credit Event Drawing Date, and in the case of both clauses (x) and (y), in accordance with the terms of such Equity Letter of Credit, and deposit (or cause the Depository Bank to so deposit) the proceeds thereof in a Construction Equity Account established for the applicable Member in accordance with the Depository Agreement.
 - (vii) To the extent that a Guarantor Downgrade Event has occurred with respect to a Member Guarantor, or, in the event any Member Guarantor repudiates or defaults on its obligations under any Member Guaranty, the applicable Member shall within 15 Business Days after such Guarantor Downgrade Event, repudiation or default post alternative Acceptable Member Credit Support in the amount required pursuant to Section 2.01(f)(i), unless such Guarantor Downgrade Event, repudiation or default has been cured during such time. To the extent that a Member does not post alternative Acceptable Member Credit Support as contemplated by the prior sentence within 15 Business Days after the applicable Guarantor Downgrade Event, another Member on its behalf shall have the right (but not the obligation) to post alternative Acceptable Member Credit Support on its behalf.
 - (viii) All fees, costs and expenses in connection with the issuance and/or maintenance of each Equity Letter of Credit comprising Acceptable Member Credit Support shall be for the account of the Member that provides such Equity Letter of Credit or an Affiliate of such Member (other than the Borrower, Applicable Pledgor, Sponsor Partner or CIP Partner).
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- (ix) For avoidance of doubt, each of the Borrower, Applicable Pledgor, Sponsor Partner, CIP Partner and each Member acknowledges and agrees that none of the Borrower, Applicable Pledgor, Sponsor Partner or CIP Partner shall be the account party in respect of any Equity Letter of Credit comprising Acceptable Member Credit Support, and that any such Equity Letter of Credit shall not otherwise constitute Indebtedness of the Borrower, Applicable Pledgor, Sponsor Partner or CIP Partner or be secured by a Lien on any of the Collateral.

(g) Reduction of Equity Contribution Amount.

- (i) Upon the occurrence of the Increase Effective Date for a Construction Bridge Loan Commitment, the Equity Contribution Amount shall be reduced by an amount equal to the aggregate principal amount of the Construction Bridge Loan Commitment *less* the aggregate principal amount by which the Construction Loan Commitment is reduced on the Increase Effective Date, subject to the conditions that (A) the Administrative Agent (in consultation with the Independent Engineer and acting at the direction of the Required Lenders) shall have confirmed that there are sufficient committed funds available to the Borrower pursuant to this Agreement and the Credit Agreement, together with reasonably anticipated pre-Conversion Date Project Revenues, to achieve the Conversion Date on or before the Date Certain and to make all expected Subsequent Capital Contributions and (B) if, as of such date, any actions, suits, proceedings, investigations or similar actions (including those set forth on Schedule 3.07 of the Credit Agreement) remain pending against any Loan Party or any Governmental Authority with respect to the Project or any of the Project Assets, the Borrower shall deliver to the Administrative Agent and the Required Lenders a Litigation Resolution Plan.
- (ii) Upon the execution and delivery by the parties thereto of the Anticipated PPA Amendments and delivery to the Administrative Agent by the Borrower of (A) the executed Anticipated PPA Amendments and a final and non-appealable order of the MDPU approving the Anticipated PPA Amendments and (B) a certificate from the Borrower (as confirmed by the Independent Engineer) that COD (as defined in the Term Credit Agreements) is reasonably expected to occur on or before October 15, 2025, the Equity Contribution Amount shall be reduced by \$4,240,000.

2.02 Obligations Unconditional. The obligations of the Members, Applicable Pledgor, Sponsor Partner and CIP Partner under Section 2.01 are several and not joint and are absolute and unconditional, irrespective of the value, genuineness, validity or enforceability of this Agreement or any other Financing Document or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of, or security for, any of the Obligations, shall not be affected by the occurrence of any Default or Event of Default, and, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of their undertakings hereunder (other than the defense of payment or performance), it being the intent of this Section 2.02 that the obligations of each Member hereunder shall be absolute and unconditional, under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of each Member, Applicable Pledgor, Sponsor Partner and CIP Partner hereunder which shall remain absolute and unconditional as described above:

- (a) at any time or from time to time, without notice to any Member, Applicable Pledgor, Sponsor Partner or CIP Partner, the time for any performance of, or compliance with, any of the Obligations or any of the Obligations of the Borrower shall be extended, or such performance or compliance shall be waived;
 - (b) any of the acts mentioned in any of the provisions of any Financing Document or any other agreement or instrument referred to herein or therein shall be done or omitted
 - (c) the maturity of any of the Obligations shall be accelerated, modified, waived, supplemented or amended in any respect, or any right under any Financing Document or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;
 - (d) any lien or security interest granted to, or in favor of, any Agent or any Secured Party as security for any of the Obligations (including Liens intended to be created by the Security Documents) or any of the Obligations of the Borrower shall fail to be perfected or shall be released;
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- (e) the performance or failure to perform by any Member, Applicable Pledgor, Sponsor Partner or CIP Partner (other than such Person) of its obligations hereunder, or under any other agreement, or the condition (financial, legal or otherwise), affairs, status, nature or actions of the Borrower;
- (f) the voluntary or involuntary liquidation, dissolution, sale of assets, marshalling of assets and liabilities, receivership, conservatorship, custodianship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, readjustment or similar proceeding affecting any Person;
- (g) any defense of setoff or counterclaim that may at any time be available to or asserted by any Member, any Member Guarantor, Applicable Pledgor, Sponsor Partner, CIP Partner, the Borrower or any Affiliates of any Member or the Borrower against the Collateral Agent, the Administrative Agent, any Secured Party or any other Person under any Financing Document;
- (h) any taking, release or amendment or waiver of or consent to departure from any other guarantee, this Agreement or any of the Obligations under this Agreement; and
 - (i) any other circumstances (including any statute of limitations), any act or omission by the Borrower or any existence of or reliance on any representation by the Collateral Agent, the Administrative Agent, the Borrower, Applicable Pledgor, Sponsor Partner, CIP Partner or any other Secured Party that might otherwise constitute a defense available to, or discharge of, any guarantor or surety, defense of payment or performance of the applicable amounts due under this Agreement or any other Financing Document (other than the defense that such Member has performed its obligations hereunder or that the underlying obligation has been performed or that this Agreement has terminated).

To the extent permitted by Applicable Law, each Member, Applicable Pledgor, Sponsor Partner and CIP Partner hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever (other than any notices required under this Agreement) and any requirement that any Agent or any other Secured Party or any party to a Transaction Document exhaust any right, power or remedy or proceed against the Borrower under this Agreement, any other Transaction Document or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Obligations.

- 2.03 Reinstatement. The obligations of each Member, Applicable Pledgor, Sponsor Partner and CIP Partner under this Article II shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of such Member, Applicable Pledgor, Sponsor Partner or CIP Partner under this Agreement is rescinded or must be otherwise restored by the Borrower or the Collateral Agent to such Member, Applicable Pledgor, Sponsor Partner or CIP Partner as a result of any proceedings under any Debtor Relief Laws or as a result of any settlement or compromise with any Person in respect of such payment, and the applicable Member, Applicable Pledgor, Sponsor Partner and CIP Partner agrees that it will indemnify the Collateral Agent and each Secured Party on demand for all reasonable and documented costs and expenses (including reasonable and documented fees and expenses of counsel) incurred by the Collateral Agent or such Secured Party in connection with such rescission or restoration. This Section 2.03 shall survive the termination of this Agreement.
- 2.04 Bankruptcy Code Waiver. Each Member, Applicable Pledgor, Sponsor Partner and CIP Partner hereby irrevocably waives, to the extent it may do so under Applicable Law, any protection it may be entitled to under Sections 365(c)(1), 365(c)(2) and 365(e)(2) of the Bankruptcy Code, in the event of any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding or case with respect to the Borrower (a "Borrower Bankruptcy"). Specifically, in the event that the trustee (or similar official) in any proceeding under any Debtor Relief Law or the debtor-in-possession takes any action (including, without limitation, the institution of any action, suit or other proceeding in a Borrower Bankruptcy for the purpose of enforcing the obligations of a Member, Applicable Pledgor, Sponsor Partner or CIP Partner under this Agreement), no Member, Applicable Pledgor, Sponsor Partner or CIP Partner shall assert any defense, claim or counterclaim denying liability hereunder on the basis that this Agreement is an executory contract or a "financial accommodation" that cannot be assumed, assigned or enforced or on any other theory directly or indirectly based on Section 365(c)(1), 365(c)(2) or 365(e)(2) of the Bankruptcy Code. If a Borrower Bankruptcy shall occur, each Member, Applicable Pledgor, Sponsor Partner and CIP Partner agrees, after the occurrence of the Borrower Bankruptcy, to reconfirm in writing, to the extent permitted by Applicable Laws, its pre-petition waiver of any protection it may be entitled to under Sections 365(c)(1), 365(c)(2) and 365(e)(2) of the Bankruptcy Code or equivalent provisions of the laws or regulations of any other jurisdiction with respect to proceedings and, to give effect to such waiver, each Member, Applicable Pledgor,
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Sponsor Partner and CIP Partner consents, to the extent permitted by Applicable Law, to the assumption and enforcement of each provision of this Agreement by the debtor-in-possession or the Borrower's, Applicable Pledgor's, Sponsor Partner's or CIP Partner's (as applicable) trustee (or similar official) in bankruptcy, as the case may be.

- 2.05 Waiver of Subrogation. To the fullest extent permitted by Applicable Law, no Member shall exercise, and each Member hereby irrevocably waives, in each case until such time as the Obligations and the Obligations (under and as defined in the Term Credit Agreements) are fully and finally paid and discharged, expired or terminated, any claim, right or remedy that it may now have or may hereafter acquire against the Borrower arising under or in connection with this Agreement in any claim, right or remedy of any Secured Party against the Borrower or any other Person or any Collateral that any Secured Party may now have or may hereafter acquire until such time as all Obligations shall have been fully and finally discharged, expired or terminated (including any claim, right or remedy of subrogation, contribution or reimbursement); provided, however, that from and after the Conversion Date, the waiver in this Section 2.05 shall only apply to (i) the Avangrid Member until the Obligations (under and as defined in the Term Credit Agreement (Avangrid)) are fully and finally paid and discharged, expired or terminated and (ii) the CI II Member and CI III Member until the Obligations (under and as defined in the Term Credit Agreement (CIP)) are fully and finally paid and discharged, expired or terminated, in each case irrespective of any Obligations (under and as defined in the Term Credit Agreements) that might remain outstanding under the Other Term Credit Agreement (as defined in the Term Credit Agreements). If, notwithstanding the preceding sentence, any amount shall be paid to any Member on account of such subrogation rights at any time when (i) any of the Obligations shall not have been fully and finally paid and discharged, such amount shall be held by such Member in trust for the Collateral Agent (acting for the benefit of the Secured Parties), segregated from other funds of such Member and turned over to the Collateral Agent in the form received by such Member (duly endorsed by such Member to the Collateral Agent, if required or requested), to be applied against the Obligations, whether matured or unmatured, in accordance with the Financing Documents and (ii) (A) in the case of the Avangrid Member, any Obligations (under and as defined in the Term Credit Agreement (Avangrid)) shall not have been fully repaid or (B) in the case of the CI II and CI III Member, any Obligations (under and as defined in the Term Credit Agreement (CIP)) shall not have been fully repaid, such amount shall be held by such Member in trust for the applicable Administrative Agent (under and as defined in the Term Credit Agreements) to be applied in accordance with the relevant Term Credit Agreement. This Section 2.05 shall expressly survive termination of this Agreement until all Obligations and the Obligations (under and as defined in the Term Credit Agreements) are fully and finally paid and discharged, expired or terminated.
- 2.06 Specific Performance. To the extent it may do so under Applicable Law and subject to the terms of the Credit Agreement, each of the Collateral Agent and Administrative Agent may demand specific performance of this Agreement. Each of Applicable Pledgor, Sponsor Partner, CIP Partner and each Member hereby irrevocably waives, to the extent it may do so under Applicable Law, any defense based on the adequacy of a remedy at law that may be asserted as a bar to the remedy of specific performance in any action brought against Applicable Pledgor, Sponsor Partner, CIP Partner or any Member for specific performance of this Agreement by the Borrower, Administrative Agent or the Collateral Agent, or any successor or assign thereof or for their benefit by a receiver, custodian or trustee appointed for the Borrower or in respect of all or a substantial part of its assets, under the bankruptcy or insolvency laws of any jurisdiction to which the Borrower or its assets are subject.
- 2.07 Maintenance of Existence. Each Member severally (but not jointly) covenants and agrees that, until such time as such Member's obligations under this Agreement cease, such Member shall preserve and maintain (a) its corporate or limited liability company existence in the form of such Member as of the date of this Agreement under Applicable Law and (b) all material licenses, rights, privileges and franchises necessary for its performance of this Agreement.
- 2.08 Compliance with Law. Each Member severally (but not jointly) covenants and agrees that, until such time as such Member's obligations under this Agreement cease, such Member shall comply, or cause compliance, in all material respects, with all Applicable Laws relating to it, except where such non-compliance could not reasonably be expected to have a material adverse effect on such party's ability to perform its obligations hereunder.

Each Member shall not fund all or part of any repayment of the Obligations out of proceeds derived from transactions which would be prohibited by AML Laws, Anti-Terrorism Laws, Anti-Corruption Laws or applicable Sanctions or would otherwise cause any Person to be in breach of any of the foregoing.

- 2.09 Fundamental Changes. Each Member shall not liquidate, terminate, wind-up or dissolve, or combine, merge or consolidate with or into any other entity, other than any such merger in which such Member is the surviving Person, or enter into any transaction of merger or consolidation or plan of division or any analogous arrangement.
- 2.10 Insolvency Proceedings. None of the obligations of any Member under this Agreement shall be altered, limited or affected by the bankruptcy or insolvency laws of any jurisdiction relating to any Loan Party, or by any defense which any Loan Party may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.

Article III

REPRESENTATIONS AND WARRANTIES

Each Member severally represents and warrants on the date hereof to Applicable Pledgor, Sponsor Partner, CIP Partner, the Borrower, Administrative Agent and the Collateral Agent (on behalf of the Secured Parties), as to itself only, that:

- 3.01 Existence. Such Member: (a) is an entity duly organized or formed, validly existing and in good standing under the laws of its applicable jurisdiction of incorporation or formation; (b) has all requisite corporate, partnership or limited liability company power, and has all material governmental licenses, authorizations, consents and approvals necessary to perform its obligations under this Agreement; and (c) is qualified to do business as a corporation, partnership or limited liability company under the laws of each jurisdiction where necessary in light of its business as now conducted and as proposed to be conducted in which the failure to so qualify could reasonably be expected to have a material adverse effect on the ability of such Member to perform its obligations hereunder.
- 3.02 Litigation. There are no actions, suits, proceedings, investigations or similar actions pending or to such Member's knowledge threatened (in writing) against such Member that has had or could reasonably be expected to have a material adverse effect on the ability of such Member to perform its obligations hereunder.
- 3.03 No Breach. The execution, delivery and performance of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof will not (a) conflict with or result in a breach of, or require any consent under, the articles of organization or other organizational documents of such Member, (b) violate or result in a breach of, or constitute a default under, any indenture, loan agreement, mortgage, deed of trust or other instrument or agreement to which such Member is a party or by which it is bound or to which such Member's Property or assets are subject, except to the extent that any such conflict, breach or default could not reasonably be expected to have a material adverse effect on the ability of such Member to perform its obligations hereunder, (c) conflict with or result in a breach of, or constitute a default under, any Applicable Law, except to the extent that any such conflict, breach or default could not reasonably be expected to have a material adverse effect on the ability of such Member to perform its obligations hereunder, or (d) result in the creation or imposition of any Lien (other than a Permitted Encumbrance) upon any of such Member's Property or assets, now owned or hereafter acquired, except to the extent that any such creation or imposition could not reasonably be expected to have a material adverse effect on the ability of such Member to perform its obligations hereunder.
- 3.04 Organizational Action; Enforceability. Such Member has full corporate, partnership or limited liability company power, authority and legal right to enter into, deliver and perform its respective obligations under this Agreement and to consummate each of the transactions contemplated herein, and has taken all necessary corporate, partnership or limited liability company action to authorize the execution, delivery and performance by it of this Agreement. This Agreement has been duly executed and delivered by such Member and is in full force and effect and constitutes a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its respective terms, except as enforcement may be limited (i) by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 3.05 Authorizations. No Governmental Approvals, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by such Member of this Agreement or for the validity or enforceability hereof with respect to or against such Member, except to the extent that the failure to obtain or maintain any such Governmental Approval, filing or registration could not reasonably be expected to have a material adverse effect on the ability of such Member to perform its obligations hereunder.
- 3.06 No Bankruptcy; Solvency. No steps have been taken or legal proceedings started by or with respect to it, and to its knowledge, no such action has been threatened against it for its bankruptcy, winding-up, dissolution or
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reorganization of or for the appointment of a receiver, trustee or similar officer with respect to it or any of its Property. Such Member is, and after each Equity Contribution, will be, Solvent.

- 3.07 Ownership. As of the date of this Agreement, each respective Member owns the percentage of the limited liability company interests of CIP Partner, Construction Pledgor and Sponsor Partner (as applicable) as set forth in Recitals C and D of this Agreement.
- 3.08 Financing Documents. Such Member has reviewed and is familiar with the terms of the Financing Documents, and, to the best of its knowledge, Borrower has provided it with a copy of each Financing Document in existence as of such date.
- 3.09 Compliance with Laws. Such Member is in compliance in all material respects all Applicable Laws relating to it, except where such non-compliance could not reasonably be expected to have a material adverse effect on such Member's ability to perform its obligations hereunder.
- 3.10 Investment Company Act. Such Member is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
- 3.11 Certain Laws: Sanctions. Each Member has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by each Loan Party and their respective directors, officers and employees with applicable AML Laws, applicable Anti-Corruption Laws, applicable Anti-Terrorism Laws and applicable Sanctions. Neither such Member nor any of its respective directors or officers is a Sanctioned Person.

Article IV

PURCHASE OF PARTICIPATING INTERESTS

- 4.01 Required Purchase of Participating Interest. If by reason of a Borrower Bankruptcy or any proceeding under any Debtor Relief Law with respect to Construction Pledgor, TE Partners, Sponsor Partner or CIP Partner, any Equity Contribution due hereunder has not been deposited in accordance with Section 2.01 within 15 Business Days after the date on which such amount is payable hereunder (such Equity Contribution, the "Defaulted Payment"), the Member that has failed to make the deposit (the "Defaulted Member") shall, without any further notice or demand by the Collateral Agent, purchase an undivided participating interest in each of the Loans, Letters of Credit and Commitments and other Obligations, to the extent then outstanding and not earlier terminated or cancelled, as provided in the following sentence, in an aggregate principal amount equal to the amount of the Defaulted Payment. A Defaulted Member's purchase of an undivided participating interest in such Loans, Letters of Credit and Commitments and other Obligations shall be made *pro rata* among such Loans, Letters of Credit and Commitments and other Obligations based on the respective outstanding amounts thereof. A Defaulted Member shall effect its purchase of undivided participating interests in such Loans, Letters of Credit and Commitments pursuant to this Section 4.01 by paying to the Administrative Agent for the account of the applicable Secured Parties, in immediately available funds in Dollars, the lesser of (x) the amount of the Defaulted Payment, (y) the aggregate amount of such outstanding Loans, Letters of Credit and Commitments and other Obligations and (z) the Member's Maximum Available Equity Contribution Amount. The Collateral Agent (at the direction of the Administrative Agent) may enforce its rights to payment under any Member Guaranty or make a drawing on any Equity Letter of Credit or, to the extent permitted by applicable law, on the Construction Equity Account in order to satisfy a Defaulted Member's obligations under this Section 4.01.
 - 4.02 Effect of Purchase of Participating Interest. A Defaulted Member's purchase of an undivided participating interest in the Loans, Letters of Credit and Commitments and other Obligations in the full amount (if any) required pursuant to Section 4.01 following a Defaulted Payment in respect of any Equity Contributions, shall satisfy the Defaulted Member's obligations pursuant to Section 2.01 to make Equity Contributions hereunder, and reduce the then Maximum Available Equity Contribution Amount of the Defaulted Member, to the extent of the amount of such participations.
 - 4.03 Subordinate Nature of Participating Interest. A Defaulted Member's participating interest in the Loans, Letters of Credit and Commitments and other Obligations purchased by it pursuant to Section 4.01 shall be subordinate in all respects to the interest in such Loans, Letters of Credit and Commitments and other Obligations retained by the holders (other than the Defaulted Member) thereof (the "Retained Interest"), so that all payments received or collected on account of such Loans, Letters of Credit and Commitments and applied to the payment or termination thereof, whether received or collected through repayment of such Loans, Letters of Credit and Commitments and
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other Obligations by the Borrower or through right of set-off with respect thereto or realization upon any collateral security therefor or otherwise, shall first be applied to the payment of the principal, interest, fees and other amounts then due (whether at its stated maturity, by acceleration or otherwise) on the Retained Interest until such principal, interest, fees and other amounts are paid in full, before any such payments are applied on account of the Defaulted Member's participating interest in such Loans, Letters of Credit and Commitments and other Obligations.

4.04 Rights of Administrative Agent, Collateral Agent and Secured Parties.

- (a) Notwithstanding the purchase and ownership by a Defaulted Member of participating interests in the Loans, Letters of Credit and Commitments and other Obligations, and notwithstanding the rights of participants under the Credit Agreement and the other Financing Documents, the Administrative Agent, the Collateral Agent and each other Secured Party, as applicable, shall have the right without any notice to a Defaulted Member, as applicable, in each case in accordance with the terms of the Credit Agreement, (i) to agree to the modification or waiver of any of the terms of the Credit Agreement or any of the Financing Documents or any other agreement or instrument relating thereto (but not to reduce any amount payable in respect of the portion of the Loans, Letters of Credit and Commitments and other Obligations subject to participations purchased pursuant to Section 4.01), (ii) to consent to any action or failure to act by the Defaulted Member or any other Person party to any Financing Document, and (iii) to exercise or refrain from exercising any rights or remedies which the Collateral Agent, the Administrative Agent, any Secured Party, as applicable, may have under any Financing Document or any other agreement or instrument relating thereto, including the right at any time to declare, or refrain from declaring, the Obligations due and payable upon the occurrence of any Event of Default, and to rescind and annul any such declaration, and to foreclose and sell or exercise any other remedy, or refrain from foreclosing and selling or exercising any other remedy, with respect to any collateral securing the Obligations. None of the Collateral Agent, the Administrative Agent or any Secured Party shall be liable to a Defaulted Member for any error in judgment or for any action taken or omitted to be taken by it while a Defaulted Member holds a participating interest in the Loans, Letters of Credit and Commitments and other Obligations, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable judgment). None of the Collateral Agent, the Administrative Agent or any Secured Party shall have any duty or responsibility to provide a Defaulted Member with any credit or other information concerning the affairs, financial condition or business of the Borrower or any other party to any Financing Document which may come into their possession or the possession of any of their respective Affiliates, or to notify a Defaulted Member of any Default or Event of Default, or any default by the Borrower or any other Person under any of the Financing Documents.
- (b) Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement to any action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Administrative Agent or the Secured Parties (acting in accordance with the Credit Agreement). This Section 4.04(b) is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto. Section 10.03 (Expenses; Indemnity) and Article VIII of the Credit Agreement are hereby incorporated, *mutatis mutandis*, into this Agreement.
- 4.05 No Voting Rights. Without limiting the generality of the provisions of Section 4.04, in determining whether the required consent of the Secured Parties has been obtained for all purposes under the Financing Documents, the participating interests in the Loans, Letters of Credit and Commitments and other Obligations purchased by a Defaulted Member pursuant to Section 4.01 shall not be deemed to be outstanding.
- 4.06 Obligations Several; Outright Purchase; Obligations Unconditional. The obligations of each Member under this Article IV to purchase participating interests in or purchase and take an assignment of the Loans, Letters of Credit and Commitments and other Obligations, as the case may be, is several and not joint and is absolute and unconditional and shall not be affected by the occurrence of any Default or Event of Default or any other circumstance (other than a defense of payment and performance), including any circumstance of the nature described in Section 2.02.
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ARTICLE V

MISCELLANEOUS

- 5.01 No Waiver. No failure on the part of the Members, Applicable Pledgor, Sponsor Partner, CIP Partner, the Borrower, the Collateral Agent, the Administrative Agent or any Secured Party to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Members, Applicable Pledgor, Sponsor Partner, CIP Partner, the Borrower, the Collateral Agent, the Administrative Agent or any Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies herein are cumulative and are not exclusive of any other rights or remedies provided by law or in equity (whether now existing or hereafter arising) or which the Members, Applicable Pledgor, Sponsor Partner, CIP Partner, the Borrower, the Collateral Agent, the Administrative Agent or any Secured Party would otherwise have.
- 5.02 Notices. All notices, requests, consents, demands, designations, directions, instructions, certificates or other communications to be given hereunder will be duly given when delivered in writing or by electronic communication (including email) to the intended recipient at the "Address for Notices" specified beneath its name on the signature pages hereof or on any Assumption Agreement or, as to any party, at such other address as shall be designated by such party in a notice to the other parties.
- 5.03 Expenses. Each Member severally agrees to reimburse (to the extent reimbursement has not already been made by the Borrower under the Credit Agreement) each of the Collateral Agent, the Administrative Agent and the Secured Parties for all documented out-of-pocket costs and expenses of the Collateral Agent, the Administrative Agent and the Secured Parties (including the reasonable and documented fees and expenses of legal counsel) in connection with (a) any enforcement or collection proceeding against such Member under or in respect of such Member's obligations under this Agreement (or, with respect to any Member Guarantor providing a Member Guaranty with respect to such Member, of such Member Guarantor's obligations under such Member Guaranty), including all manner of participation in or other involvement with (i) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings of such Member or such Member Guarantor, (ii) judicial or regulatory proceedings with respect to such Member or such Member Guarantor and (iii) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated) in connection with agreements to which such Member or such Member Guarantor is a party, and (b) the enforcement of this Section 5.03. This Section 5.03 shall survive the termination of this Agreement.
- 5.04 Amendments, Etc. The terms of this Agreement may be amended, supplemented, waived or otherwise modified only by an instrument in writing duly executed by each Member, Applicable Pledgor, Sponsor Partner, CIP Partner, the Borrower, the Administrative Agent and the Collateral Agent acting at the direction of the Administrative Agent (it being understood and agreed that the Administrative Agent shall act in accordance with Section 10.02 of the Credit Agreement). Any such amendment or waiver shall be binding upon the Administrative Agent, the Collateral Agent, each Secured Party, the Borrower, Applicable Pledgor, Sponsor Partner, CIP Partner and each Member.
- 5.05 Successors and Assigns; Consent to Collateral Assignment.
- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that (i) except as provided in clause (b) below, the Borrower, Applicable Pledgor, Sponsor Partner and CIP Partner are not entitled to assign their rights hereunder and (ii) no Member may assign or transfer its rights or obligations hereunder other than to a Qualifying Transferee that becomes a party to this Agreement pursuant to Section 5.13, and any assignment or transfer in violation of this Section shall be null and void.
 - (b) In addition to, and without in any way limiting, the rights of the Administrative Agent and Collateral Agent hereunder, each of Applicable Pledgor, Sponsor Partner, CIP Partner and each Member hereby irrevocably consents to:
 - (i) the collateral assignment by Borrower of all its right, title and interest in, to and under this Agreement pursuant to the Security Documents, as collateral security for the Borrower's obligations under the respective Financing Documents; and
 - (ii) the transfer of Borrower's right, title and interest in, to and under this Agreement to the applicable Secured Parties or their respective successors, transferees or other designees in connection with their exercise of rights and remedies under the Security Documents, the other Financing
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Documents and applicable law following the occurrence of an Event of Default under, and as defined in, the Credit Agreement, including, without limitation, any public or private sale, deed in lieu of foreclosure, strict foreclosure or any other acceptance of Collateral in full or partial satisfaction of the Obligations under the UCC or other applicable law (each, a "Foreclosure Transaction").

- (c) If any Secured Party or its successor, transferee or other designee elects to effectuate any Foreclosure Transaction or exercise any other remedy with respect to this Agreement under the Security Documents and applicable law, such Secured Party or successor, transferee or other designee, as applicable, shall notify Applicable Pledgor, Sponsor Partner, CIP Partner and each Member of such election upon the commencement of such Foreclosure Transaction or the exercise of any other remedy pursuant to Section 5.05(b) of this Agreement. Upon effectuation of such Foreclosure Transaction or other remedy, Applicable Pledgor, Sponsor Partner, CIP Partner and each Member irrevocably agrees that such applicable Secured Party or successor, transferee or other designee, as applicable, shall be entitled to all of the Borrower's rights, benefits and privileges under this Agreement.
- 5.06 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.
- 5.07 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 5.08 Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.
- 5.09 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 5.10 Consent to Jurisdiction; Rights of the Collateral Agent, Administrative Agent and Lenders; etc.
- (a) Each Member, Applicable Pledgor, Sponsor Partner, CIP Partner and the Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any Secured Party or any Related Party of any Secured Party in any way relating to this Agreement or any other Financing Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such
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action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (b) Nothing in this Section 5.10 shall limit the right of the Administrative Agent, the Collateral Agent or the Secured Parties to refer any claim against any Member, Applicable Pledgor, Sponsor Partner, CIP Partner or the Borrower or any of their respective properties to any court of competent jurisdiction outside of the State of New York, nor shall the taking of proceedings by the Administrative Agent, the Collateral Agent or any Secured Party before the courts in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.
- (c) Each party hereto irrevocably consents to the service of process in the manner provided for notices in Section 5.02. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Applicable Law.
- (d) Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Financing Document in any court referred to in clause (a) or (b) of this Section 5.10. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

5.11 Reserved.

5.12 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

5.13 Termination. This Agreement shall terminate and be of no further force and effect (except for any provision of this Agreement that expressly survives the termination hereof and subject to Section 2.03) on the day that is the earliest to occur of (a) the Termination Date, (b) the Conversion Date (after giving effect to the funding of Equity Contributions to occur on the Conversion Date) and (c) the date on which the Equity Contribution Amount has been irrevocably and unconditionally funded. If requested by Applicable Pledgor, Sponsor Partner, CIP Partner or any Member, the Administrative Agent shall execute and deliver an instrument that confirms such termination.

5.14 Additional Members. So long as the applicable transaction pursuant to which such Person is designated as a Member has not and does not result in a Change of Control under, or has been approved in accordance with, the Credit Agreement, one or more Qualifying Transferees that are not already party to this Agreement may become party to this Agreement by executing and delivering to each Agent an assumption agreement substantially in the form of Exhibit E hereto (an "Assumption Agreement"), in which case such Qualifying Transferee shall, from and after the date of such execution and delivery, be for all purposes a "Member" hereunder and, to the extent of the interest assigned to such Qualifying Transferee, shall have the rights and obligations of a Member hereunder. Such Qualifying Transferee shall be deemed to have made the representations and warranties in Article III as of such date. Simultaneously with becoming a party to this Agreement, each Qualifying Transferee that is not an Acceptable Member shall deliver to the Collateral Agent (in the case of any Equity Letter of Credit that will constitute such Acceptable Member Credit Support) or to the Administrative Agent (in the case of any other form of Acceptable Member Credit Support), as applicable, Acceptable Member Credit Support in an amount no less than such Qualifying Transferee's Maximum Available Equity Contribution Amount at such time. Upon (w) satisfaction of the requirements set forth in Section 5.10(f) of the Credit Agreement, (x) execution and delivery by a Qualifying Transferee of an Assumption Agreement, (y) delivery of the corporate documents and legal opinions required to have been delivered on the Closing Date by each Member party hereto on the Closing Date pursuant to Sections 4.01(c) and (f) of the Credit Agreement, each of which shall be reasonably satisfactory to the Administrative Agent and (z) if the Qualifying Transferee is not an Acceptable Member, delivery by such Qualifying Transferee of such Acceptable Member Credit Support, provided that no Default or Event of Default shall have occurred and be continuing, the assigning Member, to the extent of its interest assigned to the Qualifying Transferee, shall be released from its obligations hereunder (and, in the case of an assignment of all of its direct or indirect membership interests in the Borrower, such assigning Member shall cease to be a party hereto and shall be fully released from its obligations hereunder). No reduction in the sum of the Maximum Available Equity Contribution Amounts of all

Members shall result from an assumption and release described in this Section 5.13, and after giving effect to such an assumption and release, the sum of all Member Percentages shall equal 100%.

- 5.15 Integration of Terms. This Agreement contains the entire agreement between each the parties hereto relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto.
- 5.16 Guaranty Separately Enforceable. This Agreement may be enforced against: (a) Applicable Pledgor by the Administrative Agent or the Collateral Agent without the necessity of joining Sponsor Partner, CIP Partner, any Member or any Member Guarantor, as applicable; (b) Sponsor Partner by the Administrative Agent or the Collateral Agent without the necessity of joining Applicable Pledgor, CIP Partner, any Member or any Member Guarantor, as applicable; (c) any Member by the Administrative Agent or the Collateral Agent without the necessity of joining Applicable Pledgor, Sponsor Partner, CIP Partner, any other Member or any Member Guarantor, as applicable, (d) CIP Partner by the Administrative Agent or the Collateral Agent without the necessity of joining Applicable Pledgor, Sponsor Partner, any Member or any Member Guarantor, as applicable, and (e) any Member Guarantor by the Administrative Agent or the Collateral Agent without the necessity of joining Applicable Pledgor, Sponsor Partner, any Member or any other Member Guarantor, as applicable.
- 5.17 Scope of Liability. Section 10.15 (Scope of Liability) of the Credit Agreement and Article VIII of the Credit Agreement are hereby incorporated, mutatis mutandis, into this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

AVANGRID VINEYARD WIND, LLC
as Avangrid Member

By: /s/ William White
Name: William White
Title: Authorized Signer

By: /s/ Peter Mahoney
Name: Peter Mahoney
Title: Authorized Signer

Address for Notices:

Avangrid Vineyard Wind, LLC
1125 NW Couch St, Ste 700
Portland, OR 97209
Attention: General Counsel

CI-II ALICE HOLDING, LLC
as CI II Member

By: /s/ Henrik Tordrup
Name: Henrik Tordrup
Title: President

Address for Notices:

CI-II Alice Holding LLC
412 West 15th Street, 15th Floor
New York, NY 10011
Attention: Henrik Tordrup; Luke Liu
Tel: 1-646-908-8666

CI-III ALICE HOLDING, LLC
as CI III Member

By: /s/ Henrik Tordrup
Name: Henrik Tordrup
Title: President

Address for Notices:

CI-III Alice Holding LLC
412 West 15th Street, 15th Floor
New York, NY 10011
Attention: Henrik Tordrup; Luke Liu
Tel: 1-646-908-8666

VINEYARD WIND CI PARTNERS 1, LLC
as CIP Partner

By: /s/ Henrik Tordrup
Name: Henrik Tordrup
Title: President

Address for Notices:

Vineyard Wind CI Partners 1, LLC
412 West 15th Street, 15th Floor
New York, NY 10011
Attention: Henrik Tordrup; Luke Liu
Tel: 1-646-908-8666

VINEYARD WIND I PLEDGOR, LLC
as Construction Pledgor

By: /s/ Jennifer Simon Lento
Name: Jennifer Simon Lento
Title: General Counsel

By: /s/ Lars Thaaning Pedersen
Name: Lars Thaaning Pedersen
Title: Chief Executive Officer

Address for Notices:

Vineyard Wind 1 Pledgor LLC
75 Arlington Street, 7th Floor
Boston, MA 02116
Attention: Jennifer Simon Lento, General Counsel
Tel: 1-215-485-8580
Email: jsimonlento@vineyardwind.com

VINEYARD WIND SPONSOR PARTNERS 1, LLC
as Sponsor Partner

By: /s/ Jennifer Simon Lento
Name: Jennifer Simon Lento
Title: General Counsel

By: /s/ Lars Thaaning Pedersen
Name: Lars Thaaning Pedersen
Title: Chief Executive Officer

Address for Notices:

Vineyard Wind Sponsor Partners 1 LLC
75 Arlington Street, 7th Floor
Boston, MA 02116
Attention: Jennifer Simon Lento, General Counsel
Tel: 1-215-485-8580
Email: jsimonlento@vineyardwind.com

VINEYARD WIND TE PARTNERS 1, LLC
as TE Partners

By: /s/ Jennifer Simon Lento
Name: Jennifer Simon Lento
Title: General Counsel

By: /s/ Lars Thaaning Pedersen
Name: Lars Thaaning Pedersen
Title: Chief Executive Officer

Address for Notices:

Vineyard Wind TE Partners 1 LLC
75 Arlington Street, 7th Floor
Boston, MA 02116
Attention: Jennifer Simon Lento, General Counsel
Tel: 1-215-485-8580
Email: jsimonlento@vineyardwind.com

VINEYARD WIND 1, LLC

as Borrower

By: /s/ Jennifer Simon Lento
Name: Jennifer Simon Lento
Title: General Counsel

By: /s/ Lars Thaaning Pedersen
Name: Lars Thaaning Pedersen
Title: Chief Executive Officer

Address for Notices:

Vineyard Wind 1 LLC
75 Arlington Street, 7th Floor
Boston, MA 02116
Attention: Jennifer Simon Lento, General Counsel
Tel: 1-215-485-8580
Email: jsimonlento@vineyardwind.com

MUFG UNION BANK, N.A.,
not in its individual capacity but solely as Collateral Agent
By: /s/ D. Amedeo Morreale
Name: D. Amedeo Morreale
Title: Vice President

Address for Notices:

MUFG Union Bank, N.A.
1251 Avenue of the Americas
New York, NY 10020
Attention: Institutional Agency Services
Tel: (415) 273-2512
Fax: (415) 273-2492
Email: sfct@unionbank.com

BANCO SANTANDER, S.A., NEW YORK BRANCH,
not in its individual capacity but solely as Administrative Agent

By: /s/ Nuno Andrade
Name: Nuno Andrade
Title: Managing Director

By: /s/ Daniel Kostman
Name: Daniel Kostman
Title: Executive Director

Address for Notices:

Banco Santander, S.A., New York Branch
as Administrative Agent
45 E. 53rd St.
New York, NY 10022
E-mail: PortfolioManagementGDF@santander.us
Attention: Erika Wershoven

with a copy to:

EXHIBIT A to
EQUITY CONTRIBUTION AGREEMENT

FORM OF
EQUITY CONTRIBUTION REQUEST

[Name] (the "Funding Member")

[Address]

Attention: [_____]

Copy to:

Banco Santander, S.A., New York Branch,
as Administrative Agent
45 E. 53rd St.
New York, NY 10022
E-mail: PortfolioManagementGDF@santander.us
Attention: Erika Wershoven

with a copy to:

Banco Santander, S.A., New York Branch
45 E. 53rd St.
New York, NY 10022
Tel: 212-692-2598
Email: CIBMOLoanClosing@santander.us
Attn: Gregory Sparapani/Brandon Velasquez

Re: Equity Contribution Request

Reference is made to the Equity Contribution Agreement, dated as of September 15, 2021, among Vineyard Wind 1 LLC (the "Borrower"), Vineyard Wind 1 Pledgor LLC, Vineyard Wind Sponsor Partners 1 LLC, Vineyard Wind TE Partners 1 LLC, Vineyard Wind CI Partners 1 LLC, the Members party thereto from time to time, Banco Santander, S.A., New York Branch, as Administrative Agent and MUFG Union Bank, N.A., as Collateral Agent (as may be amended, supplemented or modified from time to time, the "Equity Contribution Agreement"). Capitalized terms used and not otherwise defined herein have the meanings specified in the Equity Contribution Agreement.

In accordance with Section 2.01(b)(i) of the Equity Contribution Agreement, the Borrower hereby requests an Equity Contribution Funding Amount as follows:

Exhibit A-1

1. The aggregate amount of the Equity Contributions requested from all Members on the applicable Equity Contribution Date is equal to: \$_____, which is the applicable Equity Contribution Funding Amount for purposes of this Equity Contribution Request.
2. Your Member Percentage is equal to [__]% and, accordingly, the amount hereby requested to be made by you as of the date hereof under the Equity Contribution Agreement is equal to: \$_____ (your "Equity Amount").
3. Your Equity Amount is requested to be made on or prior to [____], 20[___], which is the applicable Equity Contribution Date for purposes of this Equity Contribution Request.

Exhibit A-2

IN WITNESS WHEREOF, the Borrower hereby submits this Equity Contribution Request as of the date first above written and the undersigned Authorized Officer of the Borrower hereby certifies that the information stated above is, to the knowledge and belief of such Authorized Officer, true and correct.

VINEYARD WIND 1 LLC,
as Borrower

By:

Name:

Title:

By:

Name:

Title:

Exhibit A-3

EXHIBIT B to
EQUITY CONTRIBUTION AGREEMENT

FORM OF
EQUITY LETTER OF CREDIT

Standby Letter of Credit
[Name of Issuing Bank]
[Address]

Issued Date: [Date]

Irrevocable Standby Letter of Credit No. [_____]

Beneficiary:

[_____]

[_____]

[_____]

Attention: [_____]

Phone: [_____]

Facsimile: [_____]

Email: [_____]

Ladies and Gentlemen:

At the request of [insert name of Member] (the "Applicant"), we, [insert name, address and facsimile number of Bank] (the "Bank"), hereby establish this Irrevocable Standby Letter of Credit No. _____ (this "Letter of Credit") in your favor for the account of the Applicant, [insert address of Member], in the initial amount of [Write out the amount] dollars (\$x,xxx,xxx.00) (as it may be reduced in accordance herewith, the "Stated Amount") pursuant to that certain Equity Contribution Agreement, dated as of September 15, 2021 (as may be amended, amended and restated, modified or supplemented from time to time in accordance with the terms thereof, the "Equity Contribution Agreement") by and among Applicant, Vineyard Wind 1 Pledgor LLC, Vineyard Wind Sponsor Partners 1 LLC, Vineyard Wind TE Partners 1 LLC, Vineyard Wind CI Partners 1 LLC, the other Members party thereto from time to time, Vineyard Wind 1 LLC, Banco Santander, S.A., New York Branch, as administrative agent, Beneficiary, as collateral agent for the Secured Parties, and the other parties thereto from time to time.

As used in this Letter of Credit, "Dollars" and "\$" mean the lawful currency of the United States of America.

Exhibit B-1

This Letter of Credit is valid and effective immediately and, on and after the date hereof, drawings may be made by you from time to time by presentation of a certificate in the form of Annex "A" attached hereto, appropriately completed and signed by your authorized signatory (the "Draft Certificate") at our office located at *[insert address]*. Also, the Stated Amount of this Letter of Credit will be reduced automatically from time to time, without amendment, by the amount specified therein upon our receipt of a certificate, appropriately completed and signed by your authorized signatory, in the form of Annex "C" attached hereto (the "Reduction Certificate").

In addition, presentation of such Draft Certificate or Reduction Certificate may also be made by fax transmission to (), or such other fax number identified by *[insert name of Bank]* in a written notice to you. To the extent a presentation is made by fax transmission, you must provide telephone notification thereof to *[insert name of Bank]* (*[insert telephone number]*) prior to or simultaneously with the sending of such fax transmission. Items delivered by facsimile transmission shall be deemed to be the equivalent of originals of such items for all purposes of this Letter of Credit. Without limiting the generality of the foregoing, a facsimile of this Letter of Credit shall serve as the operative instrument until receipt by the Beneficiary of the original document.

We hereby agree to honor each drawing hereunder made in compliance with this Letter of Credit. In the case of a draw meeting the requirements of the preceding sentence, such draw shall be honored by wire transfer in immediately available funds in the amount specified in the Draft Certificate delivered to the Bank in connection with such drawing to your account number as specified in the signed Draft Certificate. If such drawings are presented by you on a Business Day at or before [10:00 AM] (Eastern Time), such payment will be made not later than the close of business on the date of such drawing; drawings presented by you on a Business Day after [10:00 AM] (Eastern Time) will be paid on the next Business Day.

This Letter of Credit is effective immediately, and expires on the first to occur of (a) *[insert expiration date that is not earlier than twelve (12) months after the issuance date hereof]*, (b) the date on which drawings or requested reductions to the Stated Amount hereunder total the Stated Amount of this Letter of Credit as reduced from time to time in accordance with the terms of this Letter of Credit, or (c) the surrender to the Bank by you of the original of this Letter of Credit, along with the original(s) of any amendment(s) hereto, for cancellation together with your written consent to such cancellation; provided, however, that in the case of clause (a) above, this Letter of Credit will be automatically extended without amendment for successive one year periods from the present or any future expiration date hereof, unless we provide you with written notice of our election not to extend the expiry date of this Letter of Credit at least 45 days prior to any such expiration date (the "LOC Expiration Date").

Subject to the provisions herein, we hereby authorize you to make drawings hereunder in an aggregate amount not in excess of the Stated Amount from the date hereof through our close of business on the LOC Expiration Date. Upon payment of drawings or reductions to the Stated Amount in an aggregate amount equal to the Stated Amount of this Letter of Credit, we shall be

Exhibit B-2

fully discharged of our obligation under this Letter of Credit and we shall not thereafter be obligated to make any further payments under this Letter of Credit.

Communications with respect to this Letter of Credit, including, without limitation, the delivery of the Draft Certificate, shall be in writing and shall be addressed to you at the address set forth above and to us at *[insert name and address of Bank]*, and presented to us by delivery in person or facsimile transmission at such address, provided in this Letter of Credit.

As used herein a "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banks are required or authorized to close in the State of New York.

This Letter of Credit is transferable in full and not in part. Any transfer made hereunder must conform strictly to the terms hereof and to the conditions of Rule 6 of the International Standby Practices (ISP98) fixed by the International Chamber Of Commerce, Publication No. 590.

Should you wish to effect a transfer under this Letter of Credit, such transfer will be subject to the return to us of the original Letter of Credit, accompanied by our form of transfer, properly completed and signed by an authorized signatory of your firm, and subject to payment of our customary transfer charges by the Applicant. Such transfer form is attached hereto as Annex B. References herein to "you" include any such transferee.

Partial and multiple drawings on this Letter of Credit are permitted.

This Letter of Credit, except as otherwise expressly stated herein, is subject to the International Standby Practices, International Chamber of Commerce Publication No. 590 ("ISP98") and as to matters not governed by ISP98, the laws of the State of New York, including, without limitation, the Uniform Commercial Code as in effect in the State of New York, will control.

Except as set forth herein, this Letter of Credit may not be amended, changed, or modified without our express written consent and the consent of the Beneficiary. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred herein, except for Annex "A", Annex "B" and Annex "C" hereto and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Without limiting the generality of the foregoing sentence, references in this Letter of Credit to the Credit Agreement or any other document or instrument, except the attachments hereto, are for identification purposes only. The Credit Agreement and such other documents and instruments are not incorporated herein, nor are they made a part of this Letter of Credit.

Exhibit B-3

Very truly yours,

[_____]

By:

Name:

Title:

Exhibit B-4

Our Ref. No. _____

ANNEX "A"

[Beneficiary Letterhead]

DRAWN UNDER [INSERT NAME OF BANK]
LETTER OF CREDIT NO. _____

_____, 20__

[insert name of Bank]

[address]

Attn: [_____]

Reference is made to the Equity Contribution Agreement dated as of [____], 2021 (as may be amended, amended and restated, modified or supplemented from time to time in accordance with the terms thereof, the "Equity Contribution Agreement") among Vineyard Wind 1 LLC, Vineyard Wind 1 Pledgor LLC, Vineyard Wind Sponsor Partners 1 LLC, Vineyard Wind TE Partners 1 LLC, Vineyard Wind CI Partners 1 LLC, the Members party thereto from time to time, Banco Santander, S.A., New York Branch, as Administrative Agent and each other party thereto from time to time and us, as Collateral Agent for the benefit of the Secured Parties (as defined in the Equity Contribution Agreement).

The undersigned, duly authorized representative of [____], (the "Beneficiary") hereby certifies to [insert name of Bank] (the "Issuing Bank"), with reference to the Irrevocable Letter of Credit No. _____ (the "Letter of Credit") issued by the Issuing Bank in favor of the Beneficiary (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

Use the following for Drawings:

1. The Beneficiary is making a drawing under the Letter of Credit in the amount of [_____] Dollars (US\$_____) (the "Drawing Amount").
2. The Drawing Amount hereunder does not exceed the Stated Amount reduced by all payments of any previous drawings or reductions to the Stated Amount under the Letter of Credit.
3. The Beneficiary is entitled to make such Drawing under, and such Drawing is made in accordance with and does not exceed amounts permitted to be drawn under, the Equity Contribution Agreement.
4. The Issuing Bank is hereby directed to make payment of the requested Drawing Amount to [Name of Bank], at [_____] ABA No. [_____] for further credit to Account No. [_____] Re: [_____] Attention: [_____].

Exhibit B-5

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the ___ day of _____, 20__.

[_____]

By:

Name:

Title:

Exhibit B-6

ANNEX "B"

FULL TRANSFER OF LETTER OF CREDIT

[insert name of Bank]

[address]

Attn: [_____]

Re: Irrevocable Transferable Standby Letter of Credit No. [_____]

Ladies and Gentlemen:

For value received, the undersigned beneficiary (the "Beneficiary") hereby irrevocably transfers to:

[Name of Transferee]

[Address]

all rights of the undersigned Beneficiary to draw under the above-captioned Letter of Credit (the "Letter of Credit"). Such transferee has succeeded to the Beneficiary's rights and obligations as Collateral Agent under the Credit Agreement (as defined in the Letter of Credit).

By this transfer, all rights of the undersigned Beneficiary in the Letter of Credit are transferred to the transferee and the transferee shall hereafter have the sole rights as Beneficiary thereof; provided that no rights shall be deemed to have been transferred to the transferee until such transfer complies with the requirements of the Letter of Credit pertaining to such transfers. All amendments to the Letter of Credit are to be consented to by the transferee without necessity of any consent of or notice to the undersigned.

The Letter of Credit together with any amendments (if any) is returned herewith and in accordance therewith we ask that this transfer be effective and that you transfer the Letter of Credit to our transferee or that, if so requested by the transferee, you issue a new irrevocable letter of credit in favor of the transferee with provisions consistent with the Letter of Credit.

Very truly yours,

Authorized Signature

Exhibit B-7

SIGNATURE GUARANTEED

The Beneficiary's signature(s) with
title(s) conforms with that on file
with us and such is/are authorized
for the execution of this instrument.

(Name of Bank)

(Bank Address)

(City, State, Zip Code)

(Telephone Number)

(Authorized Name and Title)

(Authorized Signature)

Exhibit B-8

ANNEX "C"

[Beneficiary Letterhead]

REDUCTION CERTIFICATE UNDER
[INSERT NAME OF BANK] LETTER OF CREDIT NO. _____

[insert name of Bank]

[address]

Attn: [_____]

The undersigned, duly Authorized Officer of [_____] (the "Beneficiary"), hereby certifies to [insert name of Bank] (the "Issuing Bank"), with reference to the Irrevocable Letter of Credit No. _____ (the "Letter of Credit") issued by the Issuing Bank in favor of the Beneficiary (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) that:

1. The Beneficiary is requesting an immediate reduction to the Stated Amount under the Letter of Credit in the amount of [_____] Dollars (US\$ _____) (the "Reduction Amount").

2. The Reduction Amount hereunder does not exceed the Stated Amount reduced by all payments of any previous drawings or reductions to the Stated Amount under the Letter of Credit.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the ____ day of _____, 20__.

[_____]

By:

Name:

Title:

Exhibit B-9

EXHIBIT C to
EQUITY CONTRIBUTION AGREEMENT

FORM OF
FUNDING NOTICE

_____, 20__¹

Re: Funding Notice

Reference is made to the Equity Contribution Agreement, dated as of September 15, 2021, among Vineyard Wind 1 LLC (the “Borrower”), Vineyard Wind 1 Pledgor LLC, Vineyard Wind Sponsor Partners 1 LLC, Vineyard Wind TE Partners 1 LLC, Vineyard Wind CI Partners 1 LLC, the Members party thereto from time to time, Banco Santander, S.A., New York Branch, as Administrative Agent and MUFG Union Bank, N.A., as Collateral Agent (as may be amended, supplemented or modified from time to time, the “Equity Contribution Agreement”). Capitalized terms used and not otherwise defined herein have the meanings specified in the Equity Contribution Agreement.

In accordance with Section 2.01(d) of the Equity Contribution Agreement, the undersigned Member hereby notifies the Administrative Agent as follows:

[OPTION 1] [With respect to the [[Equity Contribution Date][Accelerated Contribution Date] occurring on [___], 20[___]][[Equity Contribution Request]/[Acceleration Event Notice] attached to this Funding Notice as Annex A], the undersigned Member intends to fund its Funding Amount directly in cash.]

[OPTION 2] [With respect to the [[Equity Contribution Date][Accelerated Contribution Date] occurring on [___], 20[___]][[Equity Contribution Request]/[Acceleration Event Notice] attached to this Funding Notice as Annex A], the undersigned Member requests that the Borrower direct the Administrative Agent to direct the Depository Bank to transfer from the Construction Equity Account (that was established by the Member pursuant to Section 2.01(d) of the Equity Contribution Agreement) the Member’s Funding Amount on the Funding Date.]

[OPTION 3] [With respect to the [[Equity Contribution Date] [Accelerated Contribution Date] occurring on [___], 20[___]][[Equity Contribution Request]/[Acceleration Event Notice]

¹ Note to Form: If choosing Option 1 or Option 2, the date of this Funding Notice must be no later than one Business Day prior to the applicable Funding Date. If choosing Option 3, the date of this Funding Notice must be no later than four Business Days prior to the applicable Funding Date. In any case, this Funding Notice must be delivered to the Administrative Agent not later than 12:00 noon New York time on the date hereof.

Exhibit C-1

attached to this Funding Notice as Annex A], the undersigned Member requests that the Administrative Agent instruct the Collateral Agent to draw, in the amount of the undersigned Member's Funding Amount, upon any or all of the Equity Letters of Credit that it has posted pursuant to Section 2.01(d) of the Equity Contribution Agreement.]

[Signature page follows]

Exhibit C-2

IN WITNESS WHEREOF, the undersigned Member hereby submits this Funding Notice as of the date first above written and the undersigned Authorized Officer of such Member hereby certifies that the information stated above is, to the knowledge and belief of such Authorized Officer, true and correct.

[____],
as Member

By:
Name:
Title:

Exhibit C-3

ANNEX "A"

[EQUITY CONTRIBUTION REQUEST]/[ACCELERATION EVENT NOTICE]

[attached]

Exhibit C-4

EXHIBIT D to
EQUITY CONTRIBUTION AGREEMENT

FORM OF
EQUITY CURE CONTRIBUTION NOTICE

_____, 20__

Re: Equity Cure Contribution Notice

Reference is made to the Equity Contribution Agreement, dated as of September 15, 2021, among Vineyard Wind 1 LLC, Vineyard Wind 1 Pledgor LLC, Vineyard Wind Sponsor Partners 1 LLC, Vineyard Wind TE Partners 1 LLC, Vineyard Wind CI Partners 1 LLC, the Members party thereto from time to time, Banco Santander, S.A., New York Branch, as Administrative Agent and MUFG Union Bank, N.A., as Collateral Agent (as may be amended, supplemented or modified from time to time, the "Equity Contribution Agreement"). Capitalized terms used and not otherwise defined herein have the meanings specified in the Equity Contribution Agreement.

In accordance with Section 2.01(d) of the Equity Contribution Agreement, the undersigned Member hereby notifies the Administrative Agent as follows:

1. The undersigned Member (the "Funding Member") has funded its Funding Amount with respect to the Funding Date of [_____].
2. The Funding Member desires to make an Equity Cure Contribution to satisfy or partially satisfy the outstanding funding obligations of [_____] (the "Non-Funding Member") with respect to such Funding Date. The Funding Member acknowledges that such Equity Cure Contribution shall be deemed an Equity Contribution by the Non-Funding Member and not by the Funding Member.
3. The Equity Cure Contribution Amount that will be funded by the Funding Member is [_____].²
4. The Equity Cure Contribution Date is [_____].

[Signature page follows]

² Note to Form: In no event shall an Equity Cure Contribution Amount with respect to the unfunded Funding Amount of the Non-Funding Member (taking into account any Equity Cure Contribution Amounts previously funded in respect of such Funding Amount) exceed the unfunded Funding Amount of such Non-Funding Member.

Exhibit D-1

Exhibit D-2

IN WITNESS WHEREOF, the undersigned Member hereby submits this Equity Cure Contribution Notice as of the date first above written and the undersigned Authorized Officer of such Member hereby certifies that the information stated above is, to the knowledge and belief of such Authorized Officer, true and correct.

[____],
as Member

By:
Name:
Title:

Exhibit D-3

EXHIBIT E to
EQUITY CONTRIBUTION AGREEMENT

FORM OF
ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT dated as of _____, 20[], is delivered by [NAME OF ADDITIONAL MEMBER], a _____ (the "Additional Member"), in connection with the Equity Contribution Agreement dated as of September 15, 2021 (the "Equity Contribution Agreement"), among Vineyard Wind 1 LLC (the "Borrower"), Vineyard Wind 1 Pledgor LLC ("Construction Pledgor"), Vineyard Wind Sponsor Partners 1 LLC ("Sponsor Partner"), Vineyard Wind TE Partners 1 LLC ("TE Partners"), Vineyard Wind CI Partners 1 LLC ("CIP Partner"), the Members party thereto from time to time, Banco Santander, S.A., New York Branch, as Administrative Agent and MUFG Union Bank, N.A., as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Equity Contribution Agreement.

The Additional Member hereby represents and warrants that on the date hereof it is a Qualifying Transferee that shall acquire membership interests in [] from [name of transferring Member] in accordance with the terms of the Transaction Documents. Pursuant to Section 5.13 of the Equity Contribution Agreement, by executing and delivering this Assumption Agreement, the Additional Member shall become a party to the Equity Contribution Agreement as a Member for all purposes of the Equity Contribution Agreement, and the Additional Member agrees to be bound by and perform all obligations of a Member under the Equity Contribution Agreement with the same force and effect as if originally named as a Member thereunder. Without limiting the generality of the foregoing, the Additional Member agrees that its obligations under Section 2.01 of the Equity Contribution Agreement are absolute and unconditional, irrespective of the value, genuineness, validity or enforceability of any Financing Document or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of, or security for, any of the Obligations, and, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of its undertaking thereunder (other than the defense that the Additional Member has performed its obligations thereunder or that the underlying obligation has been performed or that the Equity Contribution Agreement has terminated), it being the intent of this Assumption Agreement that the obligations of the Additional Member under the Equity Contribution Agreement shall be absolute and unconditional under any and all circumstances.

For purposes of the Equity Contribution Agreement, the Additional Member shall have a Member Percentage equal to []%. [The Additional Member is an Acceptable Member.][The Additional Member is not an Acceptable Member and accordingly to secure its obligations to fund its respective Member Percentage of the Equity Contribution Amount, concurrently

Exhibit E-1

herewith the Additional Member delivers to the [Collateral Agent] [and] [the Administrative Agent] Acceptable Member Credit Support in the form of [one or more Equity Letters of Credit,][cash on deposit in a Construction Equity Account][a Member Guaranty from [_____] , who constitutes a Member Guarantor satisfying the requirements set forth in the definition thereof], which Acceptable Member Credit Support shall, in the aggregate, have an available face amount (in the case of an Equity Letter of Credit), amount on deposit (in the case of a Construction Equity Account) or guaranteed amount (in the case of a Member Guaranty) equal to no less than the Additional Member's Maximum Available Equity Contribution Amount at such time.

The Additional Member hereby makes the representations and warranties set forth in Article III of the Equity Contribution Agreement, with respect to itself and its obligations under this Assumption Agreement and the Equity Contribution Agreement, as if each reference to the Equity Contribution Agreement in such Article III also included reference to this Assumption Agreement.

IN WITNESS WHEREOF, the Additional Member has caused this Assumption Agreement to be duly executed and delivered as of the day and year first above written.

[NAME OF ADDITIONAL MEMBER]

By:

Name:

Title:

Address for Notices:

[_____]

[_____]

[_____]

Attn: [_____]

Tel: [_____]

Exhibit E-2

Accepted and agreed:
VINEYARD WIND 1 LLC,
as Borrower

By:
Name:
Title:

By:
Name:
Title:

VINEYARD WIND 1 PLEDGOR LLC,
as Construction Pledgor

By:
Name:
Title:

By:
Name:
Title:]

VINEYARD WIND SPONSOR PARTNERS 1 LLC,
as Sponsor Partner

By:
Name:

Exhibit E-3

Title:

By:]

Name:

Title:

[VINEYARD WIND TE PARTNERS 1 LLC,
as TE Partners

By:

Name:

Title:

By:]

Name:

Title:

[[____]],
as a Member

By:

Name:

Title:]

Exhibit E-4

Acknowledged:

MUFG Union Bank, N.A.,
not in its individual capacity but solely as Collateral Agent

By:

Name:

Title:

Acknowledged:

Banco Santander, S.A., New York Branch,
not in its individual capacity but solely as Administrative Agent

By:

Name:

Title:

Exhibit E-5

EXHIBIT 10.4

GUARANTY

THIS GUARANTY, dated as of September 15, 2021 (this "Guaranty"), is issued by Avangrid, Inc., a New York corporation ("Guarantor") in favor of MUFG Union Bank, N.A., in its capacity as Collateral Agent (together with its permitted successors and assigns in such capacity, the "Guaranteed Party").

RECITALS

- A. Avangrid Vineyard Wind, LLC, a Delaware limited liability company ("Obligor"), is a wholly owned indirect subsidiary of Guarantor.
- B. Obligor and Guaranteed Party have entered into that certain Equity Contribution Agreement with Banco Santander, S.A., New York Branch, in its capacity as Administrative Agent, CI-II Alice Holding, LLC, CI III Alice Holding LLC, Vineyard Wind CI Partners 1 LLC, Vineyard Wind Sponsor Partners 1 LLC, Vineyard Wind TE Partners 1 LLC, Vineyard Wind 1 Pledgor LLC and Vineyard Wind 1 LLC, dated as of the date hereof (the "Agreement"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings assigned thereto in the Agreement or the Credit Agreement (as defined therein).
- C. This Guaranty is delivered to Guaranteed Party by Guarantor pursuant to the Agreement.

AGREEMENT

1. Guaranty.
 - a. Guaranty of Obligations Under the Agreement. For value received, Guarantor hereby absolutely, unconditionally and irrevocably, subject to the express terms hereof, guarantees the payment when due of all payment obligations, whether now in existence or hereafter arising, by Obligor under the Agreement (the "Obligations"). This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become discharged or uncollectible in any bankruptcy, insolvency or other similar proceeding, or otherwise unenforceable.
 - b. Maximum Guaranteed Amount. Notwithstanding anything to the contrary herein, Guarantor's aggregate obligation to Guaranteed Party hereunder is limited to eight hundred twenty six million five hundred twenty eight thousand four hundred twenty and 49/100 U.S. Dollars (\$826,528,420.49) (the "Maximum Guaranteed Amount") (it being understood for purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder that any payment by Guarantor either directly or indirectly to the Guaranteed Party, pursuant to a demand made upon Guarantor by Guaranteed Party or otherwise made by Guarantor pursuant to its obligations under this Guaranty including any indemnification obligations, shall reduce Guarantor's maximum aggregate liability hereunder on a dollar-for-dollar basis), excluding costs and expenses incurred by Guaranteed Party in enforcing this Guaranty, and shall not either individually or in the aggregate be greater or different in character or extent than the obligations of Obligor under the terms of the Agreement. IN NO EVENT SHALL GUARANTOR BE SUBJECT TO ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, PUNITIVE, TORT OR OTHER SIMILAR DAMAGES.
2. Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the Obligations were due. If Obligor fails to pay any Obligation when due, the Guarantor will pay that Obligation directly to Guaranteed Party within twelve (12) days after written notice to Guarantor by Guaranteed Party; provided, that, no such notice or other demand shall be required in the event that the Guaranteed Party is restrained from making such demand pursuant to any applicable bankruptcy, insolvency or other laws affecting creditors' rights generally. The written notice shall provide the amount of the Obligation.
3. Waiver of Defenses. Except as set forth above, Guarantor hereby waives notice of acceptance of this Guaranty and of the Obligations and any action taken with regard thereto, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of the Obligations, suit, or the taking of and failing to take other action by Guaranteed Party against Obligor, Guarantor or others and waives any defense of a surety, and (except as expressly set forth

herein) any other circumstances which might otherwise constitute a legal or equitable discharge or defense of a guarantor, other than payment in full of the Obligations. Without limitation, Guaranteed Party may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) together with the Obligor, make any change to the terms of the Obligations; (b) take or fail to take any action of any kind in respect of any security for the Obligations; (c) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations or (d) compromise or subordinate the Obligations, including any security therefor. Notwithstanding the foregoing, Guarantor does not waive the right to assert that amounts are not due and payable under the Agreement in accordance with its terms and Guarantor shall be entitled to assert rights, setoffs, counterclaims and other defenses which Obligor may have under the terms of the Agreement to performance of any of the Obligations, other than defenses based upon lack of authority of Obligor to enter into and/or perform its obligations under the Agreement or any insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or similar proceeding with respect to Obligor.

4. Term. This Guaranty shall continue in full force and effect until the earliest of (a) the Termination Date (as defined in the Credit Agreement), (b) the Conversion Date (as defined in the Credit Agreement) (after giving effect to the funding of Equity Contributions to occur on the Conversion Date), (c) the date on which the Obligor has fully, irrevocably and unconditionally funded its Maximum Available Equity Contribution Amount, and (d) the date that Acceptable Member Credit Support in replacement of this Guaranty has been provided by or on behalf of Obligor in accordance with the terms and conditions of the Agreement. Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to reorganization, bankruptcy or insolvency laws or otherwise, all as though such payment had not been made.
 5. Subrogation. Until all Obligations, the Obligations (under and as defined in the Credit Agreement) and the Obligations (under and as defined in that certain Credit Agreement, dated as of the date hereof, among the Obligor, the lenders and issuing lenders party thereto from time to time, Banco Santander, S.A., New York Branch, as the administrative agent, and MUFG Union Bank, N.A., as the collateral agent (the "Term Credit Agreement (Avangrid)")) are indefeasibly performed in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guaranty and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations, the Obligations (under and as defined in the Credit Agreement) and the Obligations (under and as defined in the Term Credit Agreement (Avangrid)). This Section 5 shall expressly survive termination of this Guaranty until all Obligations, the Obligations (under and as defined in the Credit Agreement) and the Obligations (under and as defined in the Term Credit Agreement (Avangrid)) are fully and finally paid and discharged, expired or terminated.
 6. Expenses. Whether or not legal action is instituted, Guarantor agrees to reimburse Guaranteed Party on written demand for all reasonable attorneys' fees and all other reasonable costs and expenses incurred by Guaranteed Party in enforcing its rights under this Guaranty. Notwithstanding the foregoing, the Guarantor shall have no obligation to pay any such costs or expenses if, in any action or proceeding brought by Guaranteed Party giving rise to a demand for payment of such costs or expenses, it is finally adjudicated that the Guarantor is not liable to make payment under Section 2 hereof.
 7. Assignment. Guarantor may not assign its rights or delegate its obligations under this Guaranty in whole or part without written consent of Guaranteed Party, *provided, however*, that Guarantor may assign its rights and delegate its obligations under this Guaranty without the consent of Guaranteed Party if (a) such assignment and delegation is pursuant to the assignment and delegation of all of Guarantor's rights and obligations hereunder, in whatever form Guarantor determines may be appropriate, to a partnership, limited liability company, corporation, trust or other organization in whatever form that succeeds to all or substantially all of Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, *provided*, such entity has an Investment Grade Rating by Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. ("S&P") or (b) such assignment and delegation is made to an entity within the Iberdrola S.A. group of companies that has an Investment Grade Rating by Moody's and S&P. For purposes of this Section 7, "Investment Grade Rating" means a minimum credit rating for senior unsecured debt or corporate credit rating of at least BBB- or better by S&P and at least Baa3 or better by Moody's. Upon any such delegation and assumption of all of Guarantor's rights and obligations hereunder (including obligations that arose before such assumption) and, if required, the written consent of Guaranteed Party (which consent shall be at the direction of the Administrative Agent, not be unreasonably withheld, conditioned or delayed), Guarantor shall be relieved of and fully discharged from such obligations hereunder, whether such obligations arose before or after such delegation and assumption. Guaranteed Party may not assign its rights hereunder except in connection with a permitted assignment of its rights and obligations as Collateral Agent under the Agreement. This Guaranty shall be binding upon Guarantor and its successors and permitted assigns
-

and shall inure to the benefit of, and shall be enforceable by, the Guaranteed Party and its successors and permitted assigns.

8. Non-Waiver. The failure of Guaranteed Party to enforce any provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce same. All remedies of Guaranteed Party under this Guaranty shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity. The terms and provisions hereof may not be waived, altered, modified or amended except in a writing executed by Guarantor and Guaranteed Party.
9. Entire Agreement. This Guaranty and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the guaranty of the Obligations of Obligor by Guarantor. All agreements or undertakings heretofore or contemporaneously made, which are not set forth herein, are superseded hereby.
10. Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received, (b) if mailed by certified mail (postage prepaid and return receipt requested), five days after deposit in the U.S. mails, (c) if given by facsimile, when transmitted with confirmed transmission, (d) if given by email, upon transmission thereof or (e) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

AVANGRID, INC.,
1125 NW Couch, Suite 700
Portland, Oregon 97209
Attn: Credit Manager
Telephone: (503) 241-3214
Email: CollateralDesk@Avangrid.com

If to Guaranteed Party:

MUFG Union Bank, N.A.
as Collateral Agent
1251 Avenue of the Americas
New York, NY 10020
Attn: Institutional Agency Services
Tel: (415) 273-2512
Fax: (415) 273-2492
Email: SFCT@unionbank.com
With a copy to: amedeo.morreale@unionbank.com

11. Counterparts. This Guaranty may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument. Delivery of a signed signature page to this Guaranty by facsimile transmission or in portable document format (.pdf) shall be effective as, and shall constitute physical delivery of, a signed original counterpart of this Guaranty.
12. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the state of New York without giving effect to principles of conflicts of law. Guarantor and Guaranteed Party agree to the non-exclusive jurisdiction of the courts of the State of New York and of any federal district court located therein over any disputes arising or relating to this Guaranty.
13. Further Assurances. Guarantor shall cause to be promptly and duly taken, executed and acknowledged and delivered, such further documents and instruments as Guaranteed Party may from time to time reasonably request in order to carry out the intent and purposes of this Guaranty.
14. Limitation on Liability. Except as specifically provided in this Guaranty, Guaranteed Party shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Obligor in the Agreement.
15. Representations and Warranties. The Guarantor represents and warrants to Guaranteed Party as of the date hereof that:
 - a. it is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation and has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Guaranty;
 - b. no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty, other than those which have been obtained on or prior to the date hereof and remain in full force and effect;
 - c. this Guaranty, when executed and delivered by the Guarantor, will constitute a valid and legally binding agreement of the Guarantor, enforceable against the Guarantor in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles;
 - d. the execution and delivery of this Guaranty by Guarantor and the performance of its obligations hereunder will not result in a violation of any Applicable Laws (as defined in the Credit Agreement) applicable to Guarantor; and
 - e. there are no pending or, to Guarantor's knowledge, threatened actions or proceedings of any kind, including actions or proceedings of or before any Governmental Authority (as defined in the Credit Agreement), to which Guarantor is a party or is subject, or by which it or any of its properties is bound that, if adversely determined to or against Guarantor, could reasonably be expected to have a material and adverse effect on Guarantor's ability to perform its obligations under this Guaranty.
16. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS GUARANTY.
17. Severability. If one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.
18. The Collateral Agent. In connection with the acceptance of this Guaranty and the exercise of rights hereunder, the Collateral Agent shall be entitled to all its rights, protections and immunities set forth in the Credit Agreement, *mutatis mutandis*, as if set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of the date first set forth above.

AVANGRID, INC.,
a New York corporation

By: /s/ Howard Coon
Name: Howard Coon
Title: Vice President – Treasurer

AVANGRID, INC.,
a New York corporation

By: /s/ Scott Tremble
Name: Scott Tremble
Title: Senior Vice President – Controller

Acknowledged and agreed:

MUFG Union Bank, N.A.

in its capacity as Collateral Agent

By: /s/ D. Amedeo Morreale

Name: D. Amedeo Morreale

Title: Vice President

EXHIBIT 31.1

CERTIFICATION

I, Dennis V. Arriola, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Avangrid, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2021

/s/ Dennis V. Arriola

Dennis V. Arriola

Director and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Douglas K. Stuver, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Avangrid, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2021

/s/ Douglas K. Stuver

Douglas K. Stuver

Senior Vice President - Chief Financial Officer

EXHIBIT 32

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, the undersigned, Dennis V. Arriola and Douglas K. Stuver, the Chief Executive Officer and Chief Financial Officer, respectively, of Avangrid, Inc. (the "issuer"), do each hereby certify that the issuer's quarterly report on Form 10-Q for the quarter ended September 30, 2021, to which this certification is attached as an exhibit (the "report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and that information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the issuer.

/s/ Dennis V. Arriola

Dennis V. Arriola
Director and Chief Executive Officer
Avangrid, Inc.
October 29, 2021

/s/ Douglas K. Stuver

Douglas K. Stuver
Senior Vice President - Chief Financial Officer
Avangrid, Inc.
October 29, 2021