

## **FIRST AMENDMENT TO OFFSHORE WIND DEVELOPMENT AND REPORTING AGREEMENT**

This **First Amendment to Offshore Wind Development and Reporting Agreement** (this “Amendment”) is entered into effective as of July 28, 2022 (the “Effective Date”) by and between Commonwealth Wind, LLC, a Delaware limited liability company (“Commonwealth Wind”) and the Massachusetts Department of Energy Resources (“MA DOER”). Each of Commonwealth Wind and MA DOER is referred to as a “Party” and, collectively, as the “Parties.”

### **RECITALS**

**WHEREAS**, on April 8, 2022, Commonwealth Wind and MA DOER entered into that certain Offshore Wind Development and Reporting Agreement (the “**Agreement**”), which provides Commonwealth Wind’s plans to support offshore wind industry development in Massachusetts through various commitments further detailed therein and to report to MA DOER its progress in connection with the same;

**WHEREAS**, the Parties wish to amend the Agreement to add certain commitments that were identified in Commonwealth’s Bid (as defined in the Agreement) but which were inadvertently omitted from the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby amend the Agreement as follows:

### **AGREEMENT**

**1. Amendment.** The Agreement is hereby amended by replacing Appendix B to the Agreement with the version of Appendix B attached to this Amendment.

**2. Representations and Warranties.** As of the Effective Date, Commonwealth Wind represents and warrants to MA DOER (which representations and warranties shall survive the termination or expiration of the Agreement) that: (i) the execution, delivery and performance of this Amendment has been duly authorized by all requisite action on the part of Commonwealth Wind, and Commonwealth Wind has full power and authority to enter into this Amendment and fulfill its obligations hereunder; (ii) this Amendment constitutes the legal, valid and binding obligation of Commonwealth Wind enforceable against Commonwealth Wind in accordance with its terms; (iii) Commonwealth Wind’s performance or compliance with this Amendment will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any obligation (including license, sublicense, lease, contract, or agreement) or instrument to which it is bound or to which its properties are subject; (iv) all representations and warranties already made in the Agreement are in full force and effect, continue to be true and correct as of the date hereof and are not altered in any manner by this Amendment.

**3. Miscellaneous.**

(a) Entire Agreement. This Amendment, together with the Agreement, sets forth the entire agreement between MA DOER and Commonwealth Wind regarding the matters herein and supersedes all prior agreements and understandings, written or oral, between MA DOER and Commonwealth Wind with respect to the subject matter hereof.

(b) No Other Modifications. Except as expressly modified by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect and be unmodified, and apply to this Amendment as though fully set forth herein, including with respect to assignment, notices and venue.

(c) Severability. If any portion or provision of this Amendment shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Amendment, and the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

(d) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to the conflicts of laws provisions thereof that would require the application of the laws of another state.

(e) Counterparts. This Amendment may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on each of the parties hereto. Counterparts may be delivered via electronic mail, first class mail or personal delivery and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.


(f) Descriptive Headings; Interpretation. The descriptive headings of this Amendment are inserted for convenience only and do not constitute a substantive part of this Amendment. The Parties hereto have participated jointly in the negotiation and drafting of this Amendment. In the event an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Amendment.

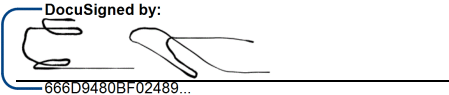
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**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to Offshore Wind Development and Reporting Agreement as of the Effective Date.

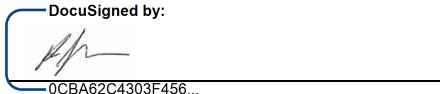
**MASSACHUSETTS DEPARTMENT  
OF ENERGY RESOURCES:**

**COMMONWEALTH WIND, LLC:**

By:   
Name: Patrick C. Woodcock  
Title: Commissioner

By:   
Name: Eric Thumma  
Title: Vice President, New Business  
Authorized Representative

DS  


By:   
Name: Peter Mahoney  
Title: Authorized Representative

## Appendix B – List of Direct Economic Investment Initiatives

Column A: Initiative	Column B: Amount (\$)	Column C: Partner Organization	Column D: Estimated Funding Prior to Financial Close	Column E: Funding Timeline
<b>Supplier Diversity Program Plan</b>				
Diverse Supplier Capacity Building Program Fund	\$500,000	Interise, Inc.	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
"Act Local" Supplier Diversity Fund	\$500,000	New Bedford Ocean Cluster	\$125,000	Funding to be made available within 60 days of DPU approval of the PPAs; remaining funds to be provided in schedule agreed to by the parties in the Final Agreement(s). Funding timeline not to exceed fifteenth year following commercial operation.
Offshore Wind Innovation Fund	\$2,000,000	Greentown Collaborative, Inc.	\$400,000	First year of funding will be made available after ROD issuance; remaining funds to be provided in equal installments over two years after the later of the completion of the first phase scoping effort or FC. Funding timeline not to exceed fifteenth year following commercial operation.
<b>Workforce Diversity Plan</b>				
Offshore Wind Opportunity Scholarship Fund	\$1,000,000	Browning the Green Space, Inc.	\$200,000	First year of funding (\$200,000) will be made available after ROD issuance. Funding timeline not to exceed fifteenth year following commercial operation.
Massachusetts Maritime Academy training	\$1,000,000	Massachusetts Maritime Academy	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
Bristol Community College training	\$1,000,000	Bristol Community College	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
MassCEC Diversity, Equity & Inclusion Program Fund	\$500,000.00	Massachusetts Clean Energy Center	TBD	Funding timeline not to exceed fifteenth year following commercial operation.

Column A: Initiative	Column B: Amount (\$)	Column C: Partner Organization	Column D: Estimated Funding Prior to Financial Close	Column E: Funding Timeline
<b>Other Initiatives</b>				
Sustainability Education & Programs	\$2,500,000	Confidential - Partner 1	\$200,000	First year of funding (\$200,000) will be made available after ROD issuance; funds will be provided over a period of five years in \$200,000 increments. Funding timeline not to exceed fifteenth year following commercial operation.
		Confidential- Partner 2	\$200,000	First year of funding (\$200,000) will be made available after ROD issuance; funds will be provided over a period of five years in \$200,000 increments. Funding timeline not to exceed fifteenth year following commercial operation.
		Confidential – Partner 3	\$100,000	First year of funding will be made available after ROD issuance. Funding timeline not to exceed fifteenth year following commercial operation.
Long-Duration Battery Storage Innovation Project / Offshore Innovation Accelerator Program	\$5,000,000	Form Energy, Inc. / Greentown Labs	N/A	Funding timeline for \$5,000,000 to Form Energy, Inc. not to exceed fifteenth year following commercial operation. If before then, the Form Energy, Inc. battery project does not receive the required incremental funding as detailed in the Bid, Commonwealth Wind commits \$3,000,000 to Greentown Labs and any remaining commitment will be deposited with MassCEC in accordance with Section 7(a). If the Greentown Lab commitment is terminated and not replaced in accordance with Section 7 of this Agreement, then the \$5,000,000 will be deposited with MassCEC in accordance with Section 7(a), less any funds already committed prior to such default.

Column A: Initiative	Column B: Amount (\$)	Column C: Partner Organization	Column D: Estimated Funding Prior to Financial Close	Column E: Funding Timeline
Avangrid Partnership with MIT: Future Energy Systems Center	\$5,000,000	MIT	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
Environmental Conservation Commitments	\$2,500,000	Confidential – Partner 4	\$250,000	Funding to be provided over a period of five years. The first year of funding will be \$250,000 and will be made available after issuances of the ROD. The remaining funding will be provided in annual increments of \$562,500 provided that the project achieves FC. Funding timeline not to exceed fifteenth year following commercial operation.
Southcoast Saves Energy	\$5,000,000	All In Energy	N/A	Funding timeline not to exceed fifteenth year following commercial operation.
<b>TOTAL FUNDING</b>	<b>\$ 26,500,000</b>			