

**FIRST AMENDMENT TO
OFFSHORE WIND GENERATION UNIT
POWER PURCHASE AGREEMENT
Facility 2**

This First Amendment to Power Purchase Agreement (this “*Amendment*”), dated as of September 27, 2018, is made by and between Massachusetts Electric Company and Nantucket Electric Company *d/b/a* National Grid, each a Massachusetts corporation (“*Buyer*”) and Vineyard Wind LLC, a Delaware limited liability company (“*Seller*”).

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Offshore Wind Generation Power Purchase Agreement for Facility 2 dated as of July 31, 2018 (the “*Original Agreement*”); and

WHEREAS, Seller and Buyer desire to amend the terms of the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises made in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereby agrees as follows intending to be legally bound:

1. Amendment. The parties hereto agree to amend the Original Agreement as follows:

a. by deleting Section 3.1(a)(iv) in its entirety and replacing it with the following:

(iv) (I) if the Facility and the Other Facility, combined, qualify for and clear a Capacity Supply Obligation in the ISO-NE Forward Capacity Auction number thirteen, which covers a Capacity Commitment Period beginning on June 1, 2022 and ending on May 31, 2023, the achievement of the Commercial Operation Date by May 31, 2022, or (II) if either the Facility or the Other Facility fail to qualify for and clear a Capacity Supply Obligation in the ISO-NE Forward Capacity Auction number thirteen, which covers a Capacity Commitment Period beginning on June 1, 2022 and ending on May 31, 2023, the achievement of the Commercial Operation Date by January 15, 2023 (such date described in clause (I) and clause (II) above each being referred to herein as the “**Guaranteed Commercial Operation Date**”).

b. by inserting the following at the end of Section 3.1(b):

In addition, by no later than February 15, 2019, Seller shall provide Buyer with written notice as to whether the Facility and the Other Facility, combined, qualified for and cleared a Capacity Supply Obligation in the ISO-NE Forward Capacity Auction number thirteen, which covers a Capacity Commitment Period beginning on June 1, 2022 and ending on May 31, 2023.

2. Effectiveness. This Amendment is conditioned upon and shall not become effective unless and until the MDPU (as defined in the Original Agreement) approves this Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be acceptable to Buyer in its sole discretion.



3. Original Agreement Continues. Other than as expressly amended by this Amendment, the Original Agreement shall continue in full force and effect.

4. Miscellaneous. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. An executed counterpart signature page to this Amendment delivered by fax, portable document format (.pdf) or other means of electronic transmission shall be deemed to be an original and shall be as effective for all purposes as delivery of a manually executed counterpart. This Amendment and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

[signature pages follow]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the date first set forth above.

**MASSACHUSETTS ELECTRIC COMPANY AND NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID**

By:  
Name: John Vaughn
Title: Authorized Signatory

VINEYARD WIND LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the date first set forth above.

**MASSACHUSETTS ELECTRIC COMPANY AND NANTUCKET ELECTRIC COMPANY
d/b/a NATIONAL GRID**

By: _____

Name:

Title:

VINEYARD WIND LLC

By:  _____

Name: *LARS THAAANING PEDERSEN*

Title: *CEO*