

HOST COMMUNITY AGREEMENT

THIS AGREEMENT dated February 25, 2021 (the "Agreement") is by and between **North East Offshore, LLC**, a Delaware limited liability company ("NEO"), with a place of business at 56 Exchange Terrace, Suite 300, Providence, RI 02903 and the **City of New London**, with a place of business at 181 State Street, New London, CT 06320 (the "Host Community"). NEO and Host Community may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, NEO has entered into a Harbor Development Agreement ("HDA") with the Connecticut Port Authority ("CPA") under which NEO will make an investment ("NEO Investment") to fund, in part, certain infrastructure improvements to an existing CPA facility known as the New London State Pier ("Pier") in order to utilize the updated facility to support construction of offshore wind energy facilities ("Project") and

WHEREAS, NEO expects to enter into both (a) a ten (10) year sublease agreement with seven (7) optional years ("Sublease") with Gateway New London, LLC ("Gateway"), CPA's concessionaire for the Pier, and CPA has joined in that Sublease for the purpose of consenting thereto, all in furtherance of the HDA and the Project; and

WHEREAS, the Host Community and NEO wish to collaborate to ensure the successful redevelopment and use of the Project to construct offshore wind energy facilities and to ensure that the Host Community realizes direct benefits from the NEO Investment in recognition of the Host Community's role in hosting and promoting the Project's redevelopment, construction, and operating activities; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. When requested by the Project, the Host Community shall acting through its Mayor or his designee issue or advance, or join with the Project in issuing or advancing, press statements, other communications, and initiatives in support of the Project, including (a) all federal, state and local permitting initiatives; (b) proposals by NEO and affiliates from time to time in response to solicitations for the procurement of offshore wind energy; and (c) any other positive press statements, communications, or initiatives reasonably related to the foregoing. Without limiting the foregoing, the Parties mutually covenant and agree not make statements or take actions which may interfere with or harm the interests of the other in connection with the Project.
2. In consideration of and conditioned upon the performance of the actions set forth in Paragraph 1 above (collectively the "Support Activities"), by the Host Community, and the occurrence of the NEO Commencement Date (as defined below), NEO shall make payments to the Host Community in accordance with the terms of this Agreement and as set forth in Schedule A attached hereto and made a part hereof.
3. NEO represents that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding

Confidential

obligation of NEO, enforceable in accordance with its terms and conditions, subject to any applicable provisions of bankruptcy or insolvency law or equitable principles.

4. The Host Community represents that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Host Community, enforceable in accordance with its terms and conditions, subject to any applicable provisions of bankruptcy or insolvency law or equitable principles.
5. All notices, requests, claims, demands, and other communications provided for or permitted hereunder shall be in writing and, unless the applicable provision of this Agreement specifically provides otherwise shall be (a) delivered by hand delivery, or (b) be delivered through the United States mail, postage prepaid, certified, return receipt requested, or (c) delivered through or by nationally recognized overnight delivery service, addressed to the Parties as follows: All such notices and communications shall be effective when received at the relevant address.

If to NEO:

North East Offshore, LLC
56 Exchange Terrace
Suite 300
Providence, RI 02903

With a copy to:

Marvin Bellis, Senior Counsel
Eversource Energy
107 Selden St.
Berlin, CT 06037

And

Charles R. Scott
Senior Legal Counsel
Orsted North America
One International Place
100 Oliver Street, Suite 1400
Boston, MA 02110

If to the City of New London:

City of New London
Attn: Mayor's Office
181 State Street
New London, CT 06320

With a copy to:

Confidential

Conway, Londregan, Sheehan & Monaco, P.C.
Attn: Jeffrey T. Londregan, Esq.
38 Huntington Street
New London, CT 06320

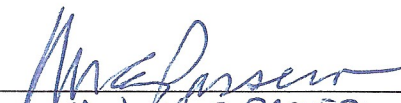
6. This Agreement contains the entire agreement between the Parties relating to the transaction contemplated hereby and all prior or contemporary agreements, understandings, representations and statements, oral or written, are merged herein. No modification, waiver, amendment, discharge or change of this Agreement will be valid unless in writing and signed by the Party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.
7. No failure on the part of any Party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
8. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument.
9. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Connecticut, regardless of the law that might otherwise govern under applicable principles of conflict of laws thereof. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Connecticut. The venue for any court proceeding shall be in the Judicial District of New London at New London, Connecticut, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.
10. This Agreement is binding upon and will inure to the benefit of the Parties hereto, their successors, legal representatives and permitted assigns.
11. If any term, clause or provision of this Agreement is judged by a court of competent jurisdiction to be invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Agreement will not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

NORTH EAST OFFSHORE, LLC

CITY OF NEW LONDON

By: _____
Title: _____
Duly Authorized



By: Michael E. PASSERO
Title: Mayor
Duly Authorized

SCHEDULE A

Starting with the date of first commencement of use by NEO of the full scope State Pier reconstruction pursuant to the HDA ("NEO Commencement Date"), NEO shall, by wire transfer or such other means as the Parties may agree to in writing, pay to the Host Community the following amounts at the following times:

1. Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("First Initial Payment") within thirty (30) days after the earlier of (i) the NEO Commencement Date, or (ii) the date on which NEO enters onto the Phase 1 portion of the Pier for the Permitted Uses ("First Initial Payment Trigger Date"), provided, however, that if the First Initial Payment Trigger Date has not occurred by June 15, 2022, but the First Payment Conditions (defined below) have been achieved, then NEO shall pay \$500,000 of the First Initial Payment to the Host Community by not later than June 30, 2022 and the remaining portion of the First Initial Payment (\$250,000) within thirty (30) days of the First Initial Payment Trigger Date. Receipt of all necessary permits and the commencement of construction for the full scope State Pier reconstruction are the "First Payment Conditions".
2. Within sixty (60) days after the start of the first Fiscal Year of the Host Community occurring after the First Initial Payment Trigger Date (such year being "FY2"), NEO shall make a second payment to the Host Community in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Second Initial Payment").
3. Within sixty (60) days after the start of each of the second through sixth Fiscal Years of the Host Community occurring after the NEO Commencement Date (such Fiscal Years being "FY 3" to "FY7", respectively), NEO shall make an additional payment to the Host Community in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Continuing Payments"). Said Continuing Payments shall be due and payable from NEO, an affiliate of NEO, or from any successor party who may, in the future, utilize the Pier for constructing or manufacturing offshore wind energy facilities, either through a sublease, merger, acquisition, cooperative agreement or otherwise. To the extent NEO remains the holder of rights under the Sublease (as defined in the HDA) the Continuing Payments shall remain due even if NEO is not utilizing the State Pier for WTG purposes.
4. In addition to the payments set forth in paragraph 3 herein, in the event that both (x) the Connecticut Public Utility Regulatory Authority ("PURA") approves (between the date hereof and the end of FY7) offshore wind power purchase agreements ("PPA's") entered into by NEO, or an affiliate of NEO ("NEO PPA's")¹, in any future Connecticut Department of Energy and Environmental Protection solicitations, and (y) NEO (or an affiliate of NEO) continues to utilize the State Pier, then NEO shall make additional Continuing Payments ("Additional Continuing

¹ For purposes of totaling NEO PPA's in Sections 4, 5, 6 and 7, any PURA PPA's awarded to a third party (between the date hereof and the end of FY7) ("3P PPA's") shall be deemed to be NEO PPA's, to the extent of (and effective at the time of) NEO's subsequent purchase the 3P PPA's or purchase of more than 2/3 of the voting and management control of such holder of such 3P PPA's.

Payments”) for each of the following three fiscal years (“FY8”, FY9” and “FY10”) in the same amount as for FY7, as the same may have been increased by paragraphs 5, 6 and 7 below.

5. In addition to the payments set forth in paragraphs 3 and 4 herein, in the event that PURA approves (between the date hereof and the end of FY7) NEO PPA’s cumulatively totaling between eight hundred (800) megawatts and one thousand one hundred and ninety nine (1,199) megawatts in any future Connecticut Department of Energy and Environmental Protection solicitation, the value of each of the Continuing Payments (under paragraph 3) shall be further increased (retroactive back to FY 3 regardless of the year that said NEO PPA’s are approved), by an additional Two Hundred Fifty Thousand Dollars (\$250,000.00) to a maximum of One Million Dollars (\$1,000,000) each.
6. In addition to the payments set forth in paragraphs 3, 4 and 5 herein, in the event that PURA approves (between the date hereof and the end of FY7) NEO PPA’s cumulatively totaling between one thousand two hundred (1200) megawatts and one thousand five hundred and ninety nine (1,599) megawatts in any future Connecticut Department of Energy and Environmental Protection solicitation, the value of each of the Continuing Payments (under paragraph 3) shall be further increased (retroactive back to FY3 regardless of the year that said PPA’s are approved) by an additional Two Hundred Fifty Thousand Dollars (\$250,000.00) to a maximum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) each.
7. In addition to the payments set forth in paragraphs 3, 4, 5 and 6 herein, in the event that PURA approves (between the date hereof and the end of FY7) NEO PPA’s cumulatively totaling in excess of one thousand six hundred (1600) megawatts in any future Connecticut Department of Energy and Environmental Protection solicitation, the value of each of the Continuing Payments (under paragraph 3) shall be further increased (retroactive back to FY3 regardless of the year that said PPA’s are approved) by an additional Two Hundred Fifty Thousand Dollars (\$250,000.00) to a maximum of One Million Five Hundred Thousand Dollars (\$1,500,000) each
8. In the event that (x) PURA does not approve (between the date hereof and the end of FY7) any NEO PPA’s in any future Connecticut Department of Energy and Environmental Protection solicitation, and (y) NEO has subleased the State Pier to another offshore wind developer for FY8, FY9 and FY10, then NEO shall make substitute additional Continuing Payments in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Substitute Additional Continuing Payments”) for each of FY8, FY9 and FY10. In the event of such sublease by NEO, NEO agrees to broker an introduction between the Sublessee for State Pier and the Host Community at the time said sublease is being negotiated such that the Host Community may have some role in said transaction.
9. In the event that NEO exercises its option years with Gateway under the Sublease, NEO and the Host Community shall negotiate in good faith an extension of this Agreement to run the duration of any exercised Sublease option years. Any amounts paid under said extension shall be no less than the amount NEO shall pay in FY 10 of this Agreement.