

Execution Version

THIRD AMENDED AND RESTATED COMMUNITY BENEFITS AGREEMENT (VINEYARD WIND 1)

This THIRD AMENDED AND RESTATED COMMUNITY BENEFITS AGREEMENT (VINEYARD WIND 1) (the “Agreement”) is entered into as of January 1, 2022 (the “Effective Date”), by and between Vineyard Wind LLC, a Delaware limited liability company (“Vineyard Wind”), and Island Wind Inc. (“Island Wind”), a Massachusetts corporation and wholly-owned subsidiary of Vineyard Power Cooperative Inc., a Massachusetts cooperative corporation (“Vineyard Power”). Each of Island Wind and Vineyard Wind may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Martha’s Vineyard Commission’s (“MVC”) 2009 Martha’s Vineyard Island Plan recommended the establishment of an electrical cooperative or Island utility company to facilitate the development of renewable energy projects and noted the formation of Vineyard Power as a consumer-owned cooperative, which has since become a recognized leader on climate and energy matters, participating in the MVC’s Climate Action Task Force and the Vineyard Sustainable Energy Committee, working to coordinate energy policies across the island – including launching the vision to transition to a one-hundred percent (100%) renewable energy system on Martha’s Vineyard, supporting commercial-scale renewable energy projects that deliver benefits to the local community, and developing distributed solar projects through Island Wind and other affiliates.

B. On January 14, 2015, Vineyard Wind and Vineyard Power entered into a Community Benefits Agreement (the “Prior Agreement”).

C. On April 13, 2017, Vineyard Power formed Island Wind by causing to be filed Articles of Organization with the Secretary of State of the Commonwealth of Massachusetts.

D. On May 9, 2017, Vineyard Wind and Island Wind entered into an Amended and Restated Community Benefits Agreement (the “Amended Agreement”) whereby Island Wind would continue in the place of Vineyard Power to provide the services under the terms of the Amended Agreement and Vineyard Power would be released from all obligations under the Prior Agreement.

E. On January 1, 2021, Vineyard Wind and Island Wind entered into a Second Amended and Restated Community Benefits Agreement (the “Second Amended Agreement”), which replaced the Amended Agreement.

F. Vineyard Wind, previously known as Offshore MW LLC, was qualified by the United States Department of Interior, Bureau of Ocean Energy Management (“BOEM”) as an eligible bidder in connection with BOEM’s Docket No. BOEM-2014-0091 regarding its Atlantic Wind Lease Sale 4 (ATLW4) Commercial Leasing for Wind Power on the Outer Continental Shelf Offshore Massachusetts (“OCS-MA”) - Final Sale Notice; MMAA104000 issued in the *Federal Register*, Vol. 79, No. 228 on November 26, 2014 (the “Final Sale Notice”) and in connection with the monetary auction that was held by BOEM on January 29, 2015 (the “Auction”) was awarded the right to develop offshore wind resources in the OCS-MA on approximately 166,886 acres offered for sale as Lease OCS-A 0501 (the “Lease Area”).

Execution Version

G. As stipulated in the Final Sale Notice, BOEM provided a ten percent (10%) credit to Vineyard Wind in the Auction after it successfully demonstrated that it had executed a Community Benefits Agreement with a Community Benefits Organization, as such terms are defined on page 70551 of the Final Sale Notice.

H. BOEM recognizes Vineyard Power as a Community Benefit Organization as defined in the Final Sale Notice. Vineyard Power formed Island Wind for the purpose of providing services, and assisting Vineyard Power with providing services, in connection with offshore wind matters including but not limited to services provided by entering into this Agreement, as an extension of the Amended Agreement and Second Amended Agreement, and by performing its obligations hereunder.

I. The Parties intend this Agreement to constitute a Community Benefits Agreement or CBA as defined in the Final Sale Notice, and Island Wind hereby agrees to act as a Community Benefits Organization and to enter into this Agreement to support Vineyard Wind in connection with the development, permitting, financing, construction, operations, and maintenance of offshore wind projects in the Lease Area.

J. Vineyard Wind, together with its shareholder companies Avangrid Renewables LLC (“Avangrid Renewables”) and Copenhagen Infrastructure Partners P/S (“CIP”), being experienced offshore wind project developers, owners, and operators, have undertaken efforts to develop, permit, finance, own, operate, and maintain one or more offshore wind projects within the awarded Lease Area.

K. Vineyard Wind executed long-term power purchase contracts in 2018 for an offshore wind project in the northern portion of the Lease Area – the Vineyard Wind 1 Project (the “Project”), which achieved Financial Close on September 15, 2021.

L. On June 28, 2021, BOEM approved a partial assignment of the northernmost 65,296 acres of Lease OCS-A 0501 from Vineyard Wind to Vineyard Wind 1 LLC (“Vineyard Wind 1”). The assigned lease under Vineyard Wind 1 continues to be designated Lease OCS-A 0501. Vineyard Wind retained the remaining 101,590 acres, which are designated Lease OCS-A 0534 for New England Wind, which is comprised of the Park City Wind and Commonwealth Wind projects.

M. On September 15, 2021, Avangrid Renewables and CIP, by and through certain holding companies, executed a Restructuring Agreement whereby the parties agreed to restructure Vineyard Wind’s assets, such that the Project would remain a 50/50 joint venture between the parties, but Lease Area OCS-A 0534, containing Park City Wind and Commonwealth Wind, would be owned by Avangrid Renewables. The restructuring of assets necessitated the division of the Second Amended Agreement into a CBA for the Project (the “VW1 CBA”) and a CBA for Lease Area OCS-A 0534 (the “New England Wind CBA”).

N. Vineyard Wind 1 intends to lease certain facilities that will allow for the establishment of an operations and maintenance facility (“O&M Facility”) for the Project at Vineyard Haven on Martha’s Vineyard and create a working waterfront in the Town of Tisbury. Both Parties have a shared interest in ensuring the contemplated O&M Facility and operations activities are viewed positively by the Martha’s Vineyard community.

O. The Parties are further committed to delivering benefits to low-income ratepayers,

Execution Version

enhancing electric grid resiliency, and supporting the transition to a one-hundred percent (100%) renewable energy system on Martha's Vineyard.

P. This Agreement constitutes the VW1 CBA and is intended to replace the Second Amended Agreement, with respect to the commitments and obligations of the Parties insofar as they concern the Project. A separate New England Wind CBA will be executed between Park City Wind LLC, and Island Wind with respect to the commitments and obligations of those parties insofar as they concern Park City Wind and Commonwealth Wind.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Agreement.

(a) Island Wind's Support Obligations. Island Wind hereby covenants and agrees to meet the following obligations, which are more particularly described in the CBA Work Plan set forth in Addendum 1:

(i) From and after the Effective Date, Island Wind shall assume all obligations and liabilities under this Agreement. Island Wind hereby agrees to indemnify and hold Vineyard Power harmless from and against all costs, expenses, claims, and losses (including without limitation reasonable attorneys' fees) arising out of or in connection with any failure on the part of Island Wind to perform its obligations under the Agreement.

(ii) From and after the Effective Date and throughout the Term (as defined below in Section 1(d) of this Agreement), Island Wind shall support the Project by educating the public and public officials on the benefits of the Project in public information sessions, providing Vineyard Wind with advice and guidance as to how to best obtain public support for the Project, and by generally advocating on behalf of the Project.

(iii) From and after the Effective Date and throughout the Term of this Agreement, and in consultation with Vineyard Wind, Island Wind shall meet and confer with federal, state, and local elected officials and advocate for and express publicly its support for offshore wind power procurement policies, including but not limited to Massachusetts electric distribution companies' additional procurement of offshore wind generation under Section 83C of the Massachusetts Green Communities Act, Chapter 169 of the Acts of 2008, as amended by Chapter 209 of the Acts of 2012 and Chapter 188 of the Acts of 2016 ("Section 83C"), and new legislation that the Parties may agree would develop additional market opportunities for offshore wind, such as An Act for Community Empowerment (S. 1834 and H. 2853, as filed by Senator Julian Cyr and Representative Dylan Fernandes in the 190th session of the General Court of the Commonwealth of Massachusetts).

(iv) From and after the Effective Date and throughout the Term of this Agreement, Island Wind shall support Vineyard Wind by providing advice and administrative support to Vineyard Wind in order to facilitate the development, financing, construction, and operations and maintenance of the Project and to coordinate with Vineyard Power to engender greater support from Vineyard Power's membership, Martha's Vineyard residents, and other area stakeholders.

Execution Version

(v) From and after the Effective Date and throughout the Term of this Agreement, Island Wind shall support the contemplated O&M Facility at Vineyard Haven and facilitate Vineyard Wind's efforts to ensure that one-hundred percent (100%) of the O&M Facility's staffing needs for the Project are sourced from the Martha's Vineyard community.

(vi) From and after the Effective Date and throughout the Term of this Agreement, Island Wind shall not provide services in any capacity, including as a consultant, contractor, or employee, to any Competing Organization without the prior written consent of Vineyard Wind. A "Competing Organization" shall mean any person, organization, or any other entity engaged in, or about to become engaged in the development, production, distribution, marketing, or providing or selling of offshore wind power projects and/or products in, offshore of, or for interconnection to and/or delivery of electricity into the states of Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire, Vermont, and New York, and/or into the bulk power systems administered by ISO-New England Inc. or New York Independent System Operator, Inc; provided that, for the purposes of this Agreement, a "Competing Organization" shall not include Park City Wind LLC, Avangrid Renewables, CIP, and their respective affiliate and subsidiary entities.

(b) Vineyard Wind's Obligations. Vineyard Wind hereby covenants and agrees as follows:

(i) Vineyard Wind agrees to the CBA Work Plan set forth in Addendum 1, which describes in further detail the tasks Island Wind shall complete pursuant to this Agreement.

(ii) Vineyard Wind shall consult with Island Wind so as to receive input from Island Wind staff, board of directors, and community stakeholders with regard to the development, permitting, financing, construction, operations and maintenance of the Project as well as to identify additional opportunities in which Island Wind or community residents could participate in the Project.

(iii) Vineyard Wind agrees to the requirements of Addendum 2 regarding the establishment of community benefits programs for the Project, subject to Vineyard Wind entering into separate and subsequent agreements that shall govern such programs.

(c) Parties' Mutual Obligations. Each Party shall, within its reasonable commercial discretion (except as noted in clause (v) below), and in collaboration with the other Party:

(i) investigate local job creation opportunities and other benefits for Martha's Vineyard associated with the Project;

(ii) investigate opportunities for consumer benefits associated with the Project for Massachusetts residents with specific emphasis on Martha's Vineyard and the community generally, it being understood that such benefits and values may include, but are not limited to, favorable electricity rates compared to current market prices, stabilized electricity rates, renewable energy certificates under the Renewable Energy Portfolio Standard program of Massachusetts or other relevant jurisdictions, other environmental credits and attributes, favorable rates for low-income residents, and distributed storage opportunities;

(iii) investigate opportunities for Island Wind to finance, purchase, own, or take an equity position in, offshore wind generation in the Lease Area so as to secure benefits to residents of the Commonwealth of Massachusetts residents with specific emphasis

Execution Version

on Martha's Vineyard generally, and/or investigate opportunities to coordinate with Vineyard Power to otherwise secure for Vineyard Power's members other benefits and values of offshore wind capacity;

(iv) consult with the other Party on a regular basis with regard to other community benefits of an offshore wind project, community relations, and project design, in particular with regard to means by which to enhance the benefits and value, or mitigate detriments, of the Project to the Martha's Vineyard community;

(v) at its sole discretion, negotiate and enter into separate agreements with the other Party for the purpose of securing community benefits for Martha's Vineyard that may be identified as a result of the work undertaken pursuant to this Agreement; and

(vi) implement the CBA Work Plan set forth in Addendum 1.

(d) Term and Termination. The term ("Term") of this Agreement shall commence on the Effective Date and terminate on December 31, 2031.

(i) Termination without Cause. Either Party may, upon six (6) months' prior written notice, terminate this Agreement without cause at any time; provided that, in the event Vineyard Wind exercises its right to terminate this Agreement without cause and the Project has reached Financial Close, Vineyard Wind shall make an annual termination payment to Island Wind in the amount of ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$116,655.00) ("Annual Termination Payment"). The Annual Termination Payment shall be due upon the effective date of such termination, and again each yearly anniversary of the termination date for a maximum of four (4) years thereafter, provided that no Annual Termination Payment shall be due Island Wind during the year in which the fifth (5th) anniversary of Financial Close of the Project occurs or in any year thereafter, and the maximum cumulative amount of all such Annual Termination Payments shall be FIVE HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$583,275.00). The Annual Termination Payment shall be exclusive of any undisputed fees and/or payments due Island Wind for services rendered pursuant to this Agreement. Notwithstanding the foregoing, Vineyard Wind's obligation to remit the Annual Termination Payment shall be null and void in the event that Island Wind (1) makes any statements, whether verbally or in writing, including in electronic communications, that are professionally or personally disparaging of, or adverse to the interests of, Vineyard Wind, including, but not limited to, any statements that disparage the products, services, finances, financial condition, employment practices or any other aspect of the business of Vineyard Wind or; (2) engages in any conduct that is intended to harm, professionally or personally, Vineyard Wind's reputation, or the reputation of its officers, directors, managers or employees; or (3) violates the confidentiality provisions of Section 2(a) hereto. For the avoidance of doubt, this Section shall not prohibit Island Wind from making truthful statements about Vineyard Wind in connection with any government or regulatory inquiry or investigation (including, without limitation, any inquiry by governmental regulators), court order, or subpoena.

(ii) Termination for Cause. Either Party may, upon thirty (30) days' prior written notice, terminate this Agreement for cause if the other Party fails to comply with any material provision of this Agreement and such failure is not remedied within sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured. Failure to timely remedy non-performance of any

Execution Version

material obligation(s) set forth in any agreement contemplated in Addendum 2, consistent with the requirements of any such agreement, shall constitute an adequate basis to terminate this Agreement for cause. For the avoidance of doubt, in the event that Vineyard Wind terminates this Agreement for cause, no Annual Termination Payment shall be required.

(e) Representations and Warranties. Each Party represents and warrants to the other Party that:

(i) the execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable laws;

(ii) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(iii) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable laws have executed and are authorized to execute this Agreement in accordance with such laws;

(iv) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing; and

(v) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

2. General.

(a) Confidentiality. "Confidential Information" means any nonpublic business and/or technical information and know-how, in whatever form, disclosed by or on behalf of Vineyard Wind, Vineyard Wind 1, their or their affiliates' respective managers, members, directors, officers, and employees). Confidential Information shall include but not be limited to: drawings, designs, data, processes, specifications, procedures, formulas, business know-how, evaluation and testing standards, selling and pricing procedures, marketing plans, and strategies not generally known to the public.

Island Wind shall retain all Confidential Information in the strictest confidence. Except as expressly permitted hereby, without the prior written consent of Vineyard Wind, Island Wind shall not disclose any Confidential Information to any third party or use any Confidential Information other than for the purpose of performing the services pursuant to this Agreement. All information covered by the definition of Confidential Information and received by Island Wind shall be Confidential Information hereunder, regardless of whether such information shall be received orally, in writing, visually, by inspection of documents, products, or processes, or in any other form or manner. Island Wind shall use any Confidential Information only for the purpose of performing the services pursuant to this Agreement. Solely to the extent necessary to satisfy the terms of this Agreement, Island Wind may share Confidential Information with one or more affiliate or subsidiary, each of whom shall treat Confidential Information in the manner required by this Agreement. Island Wind shall monitor the use of Confidential Information by any affiliate or subsidiary and ensure each such entity's compliance with this Agreement.

Execution Version

Notwithstanding any other provision hereof to the contrary, the restrictions in this subparagraph (a) shall not apply to any information that Island Wind can demonstrate is, on the date hereof, or hereafter becomes, (1) generally available to the public other than as a result of disclosure by Island Wind in violation of this Agreement, (2) available to Island Wind on a non-confidential basis from a source other than the Vineyard Wind, provided that such source was not bound by any contractual or other obligation to Vineyard Wind to keep such information confidential, (3) independently developed by Island Wind without reference to, or incorporation or other use of, the Confidential Information, (4) already known to the Island Wind prior to it being disclosed to Island Wind by Vineyard Wind, or (5) required to be made public by applicable law, regulation, regulatory authority or other applicable judicial or governmental order. In the event of any violation or alleged violation of the confidentiality provisions of this Agreement, Vineyard Wind shall be entitled to seek injunctive relief from a court of competent jurisdiction without any requirement to first seek arbitration, in addition to all other remedies available to Vineyard Wind.

(b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except by a written instrument signed by each of the Parties.

(c) Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement, and the other provisions hereof shall remain effective and enforceable to the greatest extent permitted by law.

(d) Joint Work Product. This Agreement shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

(e) Survival. The following provisions shall survive termination of this Agreement: Section 2(a) (Confidentiality) and Addendum 2, Section I(A) and Section I(B). For the avoidance of doubt, the surviving provisions of Addendum 2 are intended to ensure that Vineyard Wind's commitments to Martha's Vineyard and its inhabitants remain unaffected by the termination of any relevant contractual relationship between the Parties.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted transferees and assigns.

(g) Assignment. No Party may assign this Agreement, or its rights under this Agreement, or delegate any duties hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that, without prior written consent of Island Wind, Vineyard Wind may assign this Agreement to a subsidiary or affiliate of Vineyard Wind, which shall include any entity under common control or ownership with Vineyard Wind.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding, to the maximum extent permitted by law, any provisions and principles thereof that would otherwise require the application of the laws of another jurisdiction. The Parties shall submit any dispute arising from or relating to this Agreement and any schedules, addenda, or other attachments to binding arbitration at the Boston, Massachusetts offices of the American Arbitration Association ("AAA"), pursuant to the Commercial Dispute Resolution Rules of the AAA. Each Party shall bear its own costs of the arbitration. The award of the arbitrator shall be final,

Execution Version

conclusive and binding upon the Parties. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement. Neither Party shall be entitled to recover attorneys' fees expended in the cause of arbitration.

(i) **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF, INCLUDING THE REPUDIATION OF THIS AGREEMENT.

(j) Delay or Omission. No delay or omission to exercise any right, power or remedy accruing to any Party shall impair any such right, power or remedy of such Party, nor shall it be construed to be a waiver of any breach or default hereunder, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. No remedy provided in this Agreement to a Party is intended to be exclusive of any other remedy and every such remedy shall be cumulative and shall be in addition to every other remedy provided in this Agreement, in any other agreement among any of the Parties, or now or hereafter existing at law, in equity, by statute or otherwise.

(k) Waivers. The Parties recognize that the development of offshore wind power projects is subject to many risks and uncertainties, that there is no assurance that the Project will complete the development and construction phases, and that Vineyard Wind may abandon the Project at any time, at its sole discretion. In no event will either Party or its affiliates be liable to the other Party or its affiliates under this Agreement for (i) any claim based on a failure to obtain a lease or a failure to receive financing, utility agreements or other approvals, or Vineyard Wind's decision to abandon the Project, (ii) any claim based on a failure of an assignment to be approved or realized, or (iii) special, incidental, consequential or punitive damages, including lost profits, loss of business opportunity or business interruption whether arising in contract or tort or otherwise, whether or not foreseeable.

(l) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be delivered to the addresses set forth on the signature page to this Agreement. Such notice and other communications shall be deemed properly served (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. In each case, a copy of such notice or other communication shall be sent by email to the intended recipient at the address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Agreement by giving notice thereof in the manner required herein.

(m) Attorney's Fees. Subject to the requirements of Section 2(h) above,

Execution Version

if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the substantially prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such Party may be entitled. For this purpose, "reasonable attorney's fees" shall be those fees, costs, and necessary disbursements incurred and actually paid by the prevailing Party in connection with such action, and shall not be based on any statutory presumption of "reasonable attorneys' fees" or any percentage of the amount in controversy.

(n) Further Assurances. Each Party agrees to perform all further acts and to execute, acknowledge and deliver any documents, which may be reasonably requested by any of the other Parties to carry out the provisions of this Agreement.

(o) Titles and Headings. The titles and headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(p) Counterparts; Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement. This Agreement, once executed by each Party, may be delivered by such Party by facsimile or similar electronic means of transmission pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding, and effective for all purposes. At the request of a Party, the other Party will confirm facsimile or scanned image signatures by signing an original instrument and submitting it to the requesting Party.

(q) Fees and Payments. Vineyard Wind agrees to pay Island Wind undisputed fees for services rendered pursuant to this Agreement as per Addendum 1. Island Wind shall provide Vineyard Wind with invoices that shall include: Island Wind's name and business address, a description of the services provided for the invoice period and reference to this Agreement, the name, address, ABA number, and account number, and, if available, SWIFT number of the bank account to which payments should be made must be indicated on the invoice. All invoices shall be submitted to invoice@vineyardwind.com only.

Vineyard Wind shall pay the undisputed amount of Island Wind's invoices, not later than thirty (30) days after Vineyard Wind's receipt of each such invoice, by wire transfer, ACH, or SWIFT transfer in immediately available funds, to the account specified on the invoice, or by any other means agreed to by the Parties in writing from time to time. Undisputed amounts not so paid by Vineyard Wind within thirty (30) days of a written notice from Island Wind of such non-payment shall bear interest accruing from the date of such notice until paid in full at a rate equal to the lesser of: (x) one percent (1%) per month and (y) the maximum rate allowed under applicable law.

The fees set forth in Addendum 1 are meant to cover all anticipated expenses required by Island Wind in furtherance of the objectives and activities specified in Addendum 1, and any request for reimbursement of unexpected expenses must be approved in writing in advance by Vineyard Wind, with email being an acceptable form of written approval. All fees set forth in Addendum 1 include delivery and list or are inclusive of applicable taxes, excise taxes, duties, importation fees, and any other fees directly related to the services to be provided by Island Wind, except only as otherwise expressly agreed to in writing by Vineyard Wind.

(r) No Partnership. The relationship between the Parties shall not be that of partners, agents, or joint ventures, and nothing contained in this Agreement shall be deemed

Execution Version

to constitute a partnership or agency agreement between them for any purposes, including tax purposes. Island Wind, in performing its obligations hereunder, shall be an independent contractor to Vineyard Wind and shall discharge its contractual obligations at its own risk. Neither Party has the right to create any obligation on behalf of the other Party.

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date(s) signed below.

VINEYARD WIND LLC

ISLAND WIND INC.

LP

Rachel Pachter

Richard Andre

Name: Rachel Pachter

Name: Richard Andre

Title: Chief Development

Title: President

Address for Notices:

Address for Notices:

700 Pleasant Street, Suite 510 New Bedford, MA 02740 PO Box 1077, West Tisbury, MA 02575

E-mail: rpachter@vineyardwind.com

Email: richard@vineyardpower.com

VINEYARD WIND LLC

Sy Oytan

Name: Sy Oytan

Title: Deputy CEO

Address for Notices:

125 High Street, Sixth Floor Boston, MA 02110

E-mail: soytan@vineyardwind.com

Addendum 1

CBA Work Plan

I. Overview

The CBA Work Plan presented in this Addendum 1 outlines the scope and priority tasks that Island Wind shall execute in support of Vineyard Wind's efforts to develop, permit, finance, own, operate, and maintain the Project. The CBA Work Plan focuses on the following primary areas ("Work Areas"):

- outreach, communication, and support for the Project; and
- contemplated O&M Facility.

The Work Areas are further described below, along with a brief description of the key objectives and Island Wind's responsibilities. For the avoidance of doubt, permitting activities conducted by Island Wind, Vineyard Power, or any affiliate or subsidiary thereof at the direction of Vineyard Wind in support of the Project shall be governed by a separate consulting agreement to be separately negotiated and entered into by the Parties (the "VW1 Consulting Agreement").

II. Work Areas

(a) Outreach, Communication, and Support for the Project

- (i) Island Wind's outreach and communication activities shall focus on managing community relations with three (3) key stakeholder communities:
 - Martha's Vineyard, including each of the six (6) towns located on Martha's Vineyard, local public officials, residents, seasonal visitors, and other island stakeholders relevant to the Project;
 - Fisheries stakeholders on Martha's Vineyard, including, but not limited to, the "Potentially Affected Fisheries" category described in Vineyard Wind's Fisheries Communication Plan (available at: <https://www.vineyardwind.com/fisheries-documents>), which is incorporated by reference herein; and
 - Tribal communities on Martha's Vineyard, specifically, the Wampanoag Tribe of Gay Head (Aquinnah) and the Chappaquiddick Wampanoag Tribe on Martha's Vineyard.
- (ii) Outreach and communication with each of the above stakeholder communities shall occur on Island Wind's initiative provided that all activities take place in coordination with Vineyard Wind's Chief Development Officer, Director of Public Affairs, and/or Fisheries Manager or Fisheries Liaison(s), as appropriate. The

outreach and communication tactics employed by Island Wind shall be the same or similar to the tactics employed by Vineyard Wind and used to achieve the following objectives:

1. Increasing public understanding, awareness, and support on Martha's Vineyard for offshore wind, Vineyard Wind, and the Project;
2. Developing and maintaining relationships with current and prospective state and local public officials and elected representatives on Martha's Vineyard that can be leveraged in support of Vineyard Wind and the Project;
3. Developing and maintaining relationships with fisheries stakeholders on Martha's Vineyard in order to: (1) better understand potential concerns with the Project; (2) minimize public opposition to the Project; and (3) secure support for the Project whenever possible; and
4. Maintaining existing relationships and open lines of communication with tribal communities on Martha's Vineyard.

(iii) From time to time, Island Wind may be required to perform additional outreach and communication tasks unrelated to the Project. Such tasks will be assigned at the discretion of Vineyard Wind's Chief Development Officer and/or Director of Public Affairs.

(b) Contemplated O&M Facility

- (i) Island Wind will conduct activities on Martha's Vineyard in furtherance of the following objectives:
 1. Achieving Vineyard Wind's goal of sourcing one-hundred percent (100%) of the contemplated O&M Facility's staffing needs for the Project, regardless of its location, from Martha's Vineyard within five (5) years of the Commercial Operation Date of the Project, as defined in Addendum 2;
 2. Ensuring that the contemplated O&M Facility and all operations activities based on Martha's Vineyard, including, but not limited to, any activities taking place in Vineyard Haven or at Martha's Vineyard Airport, are generally understood and supported by the Martha's Vineyard stakeholder community;
 3. Facilitating the interpretation of changes, if any, to landscapes and viewsheds on Martha's Vineyard resulting from the construction of the contemplated O&M Facility and operations activities as positive developments that should be supported by year-round residents, seasonal residents, and tourists on Martha's Vineyard; and
 4. Pursuing the creation of an Island Renewable Energy Academy and/or Vineyard Wind Visitor Center on Martha's Vineyard (the "Visitor Center").

- (ii) Island Wind's activities and tasks shall include, but not be limited to, the following:

1. Conducting community engagement and local government outreach to build support for the contemplated O&M Facility, communicate benefits, and mitigate and address local opposition;
2. Exploring opportunities, in coordination with Vineyard Wind, for the contemplated O&M Facility to include a warehouse, offshore wind training facilities, and/or operations control center on Martha's Vineyard;
3. Actively supporting Vineyard Wind's efforts to identify suitable housing options and solutions on Martha's Vineyard for the contemplated O&M Facility's operations staff;
4. Supporting Vineyard Wind's efforts to acquire appropriate and cost-effective facilities at the Martha's Vineyard Airport to support operations activities;
5. Supporting offshore wind training program development and execution on Martha's Vineyard, including advertising, recruitment, and participating in program delivery; and
6. Working with Vineyard Wind to identify potential sites on Martha's Vineyard for the Visitor Center, raising funds to support Visitor Center development, engaging with stakeholders on Martha's Vineyard to encourage use of the Visitor Center, and potentially staffing the Visitor Center.

- (iii) Island Wind shall consult with Vineyard Wind on a regular basis to coordinate plans, confirm messaging, and ensure that all activities are well-timed, and use the Parties' resources in an efficient and appropriate manner.

III. Resources

(a) Staff

The CBA Work Plan shall be implemented by Island Wind, Vineyard Power in coordination with Island Wind, and others as Island Wind sees fit. At all times, Island Wind shall maintain adequate staff to meet its obligations under this Agreement.

(b) Office Space

Island Wind shall maintain office space, including small group meeting spaces, on Martha's Vineyard for Vineyard Wind's use throughout the Term. In addition, Island Wind shall provide general administrative support to Vineyard Wind, including support for scheduling and hosting on-island meetings and conducting site visits on an as-needed basis.

IV. Fees and Payment

(a) Annual Fee

As of the Effective Date, Vineyard Wind shall pay Island Wind for any and all work performed pursuant to Addendum 1 of this Agreement in the amount of ONE HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED SIXTY-SEVEN AND 82/100 DOLLARS (\$181,967.82) on

an annual basis (the “Annual Fee”) less any and all funds received by Island Wind during the applicable year pursuant to the VW1 Consulting Agreement, such that the total annual payments from Vineyard Wind to Island Wind, Vineyard Power, or any affiliate or subsidiary thereof under this Agreement and the VW1 Consulting Agreement together shall not exceed the Annual Fee during each year of the Term. Any and all other amounts due Island Wind (including reasonable reimbursements incurred for air travel expenses or other costs accruing to Island Wind in fulfilling its obligations under the VW1 Consulting Agreement) shall only be permitted under the VW1 Consulting Agreement and are subject to prior review and written authorization by Vineyard Wind 1.

The Annual Fee shall be subject to an annual upward adjustment of two percent (2%). The first such adjustment shall become effective on the first anniversary of the Effective Date, and subsequent adjustments shall become effective on every successive annual anniversary of the Effective Date during the Term.

The Annual Fee shall encompass all of Island Wind’s reasonable and necessary expenses, including staffing needs to execute the tasks described herein. Where any portion of the Annual Fee is allocated to compensate employees or representatives of Island Wind or Vineyard Power or any affiliate or subsidiary thereof, any such compensation amount shall be reasonable, reflect the individual’s contributions in assisting Island Wind to meet its obligations under this Agreement, and not prejudice Island Wind’s ability to meet all such obligations, including, but not limited to, the hiring and onboarding of additional employees or representatives.

Island Wind shall invoice Vineyard Wind on a monthly basis, in accordance with the terms and conditions of the Agreement, in amounts that are equal to the Annual Fee divided by twelve (12), less any amounts invoiced to Vineyard Wind 1 pursuant to the VW1 Consulting Agreement for the given month.

V. Reporting Schedules

- (a) Throughout the Term, Island Wind shall schedule twice-yearly meetings with Vineyard Wind’s Chief Development Officer and Director of Public Affairs, and other Vineyard Wind staff as appropriate, to review Island Wind’s activities undertaken pursuant to this CBA Work Plan and evaluate its focus (“CBA Workshops”). Any agreed-upon adjustments to Island Wind’s activities and/or focus resulting from a CBA Workshop shall be documented through the adoption of CBA Workshop minutes.

Addendum 2

Community Benefits Program

I. Vineyard Wind 1 Project

- A. Resiliency and Affordability Program.** Pursuant to Vineyard Wind's: (1) December 20, 2017 proposal submitted in response to the Request for Proposals for Long-Term Contracts for Offshore Wind Energy Projects issued June 29, 2017 by Fitchburg Gas & Electric Light Company d/b/a Unitil, Massachusetts Electric Company d/b/a National Grid, Nantucket Electric Company d/b/a National Grid, NSTAR Electric Company d/b/a Eversource Energy, Western Massachusetts Electric Company d/b/a Eversource Energy ("83C Bid"); and (2) January 10, 2019 letter to the Massachusetts Department of Energy Resources ("DOER Letter"), both of which are incorporated by reference herein, Vineyard Wind has established a Resiliency and Affordability Program ("RAP"). The RAP will support solar and distributed battery energy storage projects for the purpose of enhancing resiliency and providing low-income ratepayer benefits in communities hosting the Project.
- B. Definitive Documentation.** Vineyard Wind has executed separate and subsequent agreements with Vineyard Power Development Fund Inc., a Massachusetts non-profit corporation and wholly-owned subsidiary of Vineyard Power, and Citizens Energy Corporation, a Massachusetts nonprofit corporation, that govern the RAP (the "Definitive Documentation"). Consistent with the commitments set forth in the 83C Bid and DOER Letter, the Definitive Documentation obligates Vineyard Wind to contribute FIFTEEN MILLION AND 00/100 DOLLARS (\$15,000,000.00) to the RAP (the "Total Contribution"). Vineyard Wind contributed ONE MILLION AND 0/100 DOLLARS (\$1,000,000.00) (the "Initial Contribution") to the RAP within sixty (60) days of Financial Close for the Project. Pursuant to the Definitive Documentation, Vineyard Wind shall contribute an additional FOURTEEN MILLION AND 00/100 DOLLARS (\$14,000,000.00) to the RAP in annual increments of ONE MILLION AND 0/100 DOLLARS (\$1,000,000.00), with the first such annual payment due within sixty (60) days of the Commercial Operation Date of the Project. For the avoidance of doubt, the RAP shall be governed in all respects by the Definitive Documentation, and not this subparagraph. The Definitive Documentation includes provisions governing the contractual rights and obligations contemplated in Section I(C) below. Accordingly, no additional agreement is required to implement the RAP.
- C. Additional Agreement with Vineyard Power.** Subject to the requirements of Section I(B), Vineyard Power or its designated affiliate, which shall include any entity under common control or ownership with Vineyard Power, is entitled to one-half of the Total Contribution, less any administrative, banking, or other reasonable and necessary fees, to implement the RAP. For

the avoidance of doubt, this subparagraph shall impose no obligation on Vineyard Wind that is either inconsistent with the Definitive Documentation or would in any way render Vineyard Wind unable to fully adhere to the requirements of the Definitive Documentation.

II. Definitions

“Commercial Operation Date” means the dates on which the Project shall be deemed to have met all requirements for commercial operation as set forth in the applicable power purchase agreements Vineyard Wind has executed with electric distribution companies for the Project.

“Financial Close” means the date on which the financing agreements for the Project are executed and designated as effective and disbursements of funds under such agreements are made available for the construction of the Project.