

**SIDE AGREEMENT RELATING TO THE HOST COMMUNITY AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF BARNSTABLE AND PARK CITY WIND LLC**

This Side Agreement (the “Agreement”) is entered into this 25<sup>th</sup> day of June, 2024, by and between the Town of Barnstable, a Massachusetts Municipal Corporation (“Barnstable” or “Town”) and Park City Wind LLC, a Delaware limited liability company (“PCW”) (together, the “Parties”). This Agreement relates to the Second Host Community Agreement dated May 6, 2022, as previously amended in November 2022 (the “HCA”).

RECITALS:

- A. WHEREAS, PCW proposes to construct a wind generating facility in federal waters south of Martha’s Vineyard and to connect that facility via cables into state waters and eventually to the West Barnstable electrical substation in the Town in order to connect to the regional electric grid (collectively, the “Second Project,” also known as the “Vineyard Connector 2” or “New England Wind Connector 1” in filings with the Commonwealth’s Department of Public Utilities (“DPU”) and the Energy Facilities Siting Board (“EFSB”));
- B. WHEREAS, market considerations have led to unanticipated changes to the schedule for the Second Project and such changes have necessitated certain adjustments by the Town that the Parties did not foresee when the HCA was executed and previously amended;
- C. WHEREAS, unanticipated changes to the schedule for the Second Project have resulted in the Parties having more information than they did when the HCA was originally executed and previously amended; and,
- D. WHEREAS, notwithstanding changes to the schedule for the Second Project and the associated impacts, the Parties to this Agreement reaffirm the terms previously established in the HCA, as modified by this Agreement. For the avoidance of doubt, the HCA terms remain in full force and effect. To the extent there is a conflict between the terms of the HCA and the terms of this Agreement, the terms of this Agreement controls. Notwithstanding any provisions to the contrary, as with the HCA, this Agreement relates solely to the Second Project as described in D.P.U. 20-56 and 20-57 and EFSB 20-21.

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

- 1. Incorporation. The foregoing Recitals and attached Exhibits are incorporated herein by this reference.

2. Easements.

- a. Simultaneously herewith, the Parties will enter into an Escrow Agreement (the “Escrow Agreement”), attached hereto as **Exhibit A**. The Town, by and through its Town Manager, shall deliver to Anderson & Kreiger LLP, with an address of 50 Milk Street, 21<sup>st</sup> Floor, Boston, MA 01209 (“Escrow Agent”), all easements required by the HCA (the “Easements”). For the avoidance of doubt, the Parties reaffirm the terms of the Escrow Agreement and the conditions of release of the Escrow. Upon written notice (email is acceptable) from PCW to the Town Manager and the Town Attorney that it received a bid award for a power purchase agreement for the Second Project as part of the 2024 individual state and/or multi-state offshore wind procurement conducted by the Commonwealth of Massachusetts, State of Rhode Island and State of Connecticut, the Escrow Agent shall release the Easements from Escrow to PCW. PCW shall then promptly record the Easements with the Barnstable County Registry of Deeds, at its own expense. For the avoidance of doubt, the Parties affirm the special conditions set forth in the Easements with respect to construction timeline and consequence of delaying construction.
- b. The Easements will be in a form substantially consistent with **Exhibit B**, attached hereto.
- c. In the event that PCW does not receive a bid award for the Second Project from the above-referenced procurement or subsequent procurement by December 15, 2026, the Escrow Agent shall return the Easements from Escrow to the Town, the Easements shall be disposed of by the Town, and the Escrow and this Agreement shall be deemed terminated, void, and no longer of any force and effect. Regardless of whether PCW receives a bid award, the HCA (and all rights and obligations thereunder) remain in full force and effect. Without limiting the foregoing, if the Easements shall be disposed of as set forth above or shall be terminated and deemed void due to delayed construction pursuant to the terms thereof, PCW retains all rights under Section 6(b) of the HCA to obtain new easements in public ways and other properties owned by the Town of Barnstable, in accordance with the HCA.
- d. Upon expiration or termination of the Easements, the Parties will engage in good faith discussions regarding removal of the PCW Transmission Lines. PCW acknowledges that, if the Parties’ good faith discussions do not result in an agreement regarding removal of the PCW Transmission Lines, the Town reserves all rights to seek PCW’s removal of the PCW Transmission Lines, including through proceedings in front of federal and state agencies or through litigation, and PCW reserves all rights and defenses with respect to the Town’s exercise of such rights.

3. Additional Obligations of the Parties.

- a. As of the date of this Amendment, no sewers exist along the proposed PCW Transmission Lines. In addition to its obligations in the HCA, PCW agrees to provide the Town of Barnstable with compensation for increased sewer-construction costs associated with the Second Project in the amount of Two Million and Four Hundred Thousand dollars (\$2,400,000). PCW will make such payment to the Town within thirty (30) days after the financial closing date of the Second Project, which shall mean for purposes of this Agreement, the closing of the construction financing for the Second Project by one or more institutional lenders which is anticipated to occur within one (1) year after the bid award.
- b. The Town of Barnstable affirms that the aforementioned payment provided will be for the entirety of the sewer-construction costs along the proposed PCW Transmission Lines route, consisting of: (a) Craigville Beach Road north of Craigville Beach, (b) the Four Seas Intersection, (c) Main Street and Old Stage Road in the Centerville Village Center, (d) the Old Stage Road and Route 28 intersection, (e) Old Stage Road and Shootflying Hill Road north of Route 28.
- c. PCW shall provide Five Million and Five Hundred Thousand dollars (\$5,500,000) to the Town of Barnstable to improve roadways and sidewalks along the public ways under which PCW proposes to install Transmission Lines. This amount shall be paid to the Town on or before PCW commences construction of the Second Project as evidenced by PCW submitting an application to the Town for a road opening/trench permit.
- d. Subject to acceptance by the Superintendent of the Barnstable Public Schools, PCW shall make a donation of not less than Five Hundred Thousand dollars (\$500,000) to the Barnstable Public Schools, to support the programming of Barnstable High School's Environmental Science and Technology Lab. This donation shall be made within three (3) years after the financial close date of the Second Project. With the approval of the Barnstable School Committee, the Superintendent may also divert the funding for other similar uses at their sole discretion. PCW's compliance with this provision is contingent on the Barnstable Public Schools' acceptance of the proposed donation.
- e. PCW will provide compensation for affected businesses and cultural institutions directly on its preferred project onshore route located along the Second Project route in accordance with the process specified in **Exhibit D**.
- f. PCW and the Town acknowledge that Section 9(b) of the HCA requires that PCW make annual payments to the Town of Barnstable in an aggregate amount not to exceed Sixteen Million dollars (\$16,000,000) (the "HCA Payment"). In consideration of the Town's cooperation with PCW to advance the Second Project, PCW agrees to accelerate payment of the HCA Payment

and pay the Town of Barnstable the entire Sixteen Million dollars (\$16,000,000) within sixty (60) days after the financial close of the Second Project. Such payment shall be in lieu of any payments pursuant to Section 9(b) of the HCA.

4. Project Impact Mitigation.

- a. PCW shall monitor and undertake remedial measures, including but not limited to beach nourishment, to address any surficial exposure of the Transmission Lines or changes to the depth of cover over the Transmission Lines on Craigville Beach that pose an unacceptable risk to human health or the environment, including from magnetic fields or thermal impacts. With regard to magnetic fields, PCW and the Town agree that, as of the date of this Agreement, the International Commission on Non-Ionizing Radiation Protection (“ICNIRP”) has identified a power-frequency magnetic field safety guideline of 2,000 milligauss. Accordingly, magnetic field readings less than 2,000 milligauss on Craigville Beach are assumed to be safe, without any implication that numbers above that guideline necessarily pose an unacceptable risk to human health or the environment, and subject to subsequent changes to the ICNIRP guideline or new, science-based information developed by another similarly scientific, independent, third-party entity. Any dispute between PCW and the Town regarding the need for, or nature and extent of such remedial measures, shall be resolved pursuant to Section 18 of the HCA.
- b. PCW agrees to compensate the Town of Barnstable for all costs reasonably incurred by the Town due to damage or other adverse impacts, including thermal impacts, on the Town’s subsurface utilities within the beach property or the roadway right-of-way, whether within or outside the easement areas, including the cost of repair, replacement, or relocation, to the extent caused by the PCW Transmission Lines. At the Town’s discretion, PCW will undertake remedial measures or reimburse the Town for undertaking remedial measures.
- c. PCW reaffirms its commitment in Section 11 of the HCA to: “full-width surface restoration of impacted roadways (other than non-impacted lanes of divided roadways) or a mutually acceptable alternative consistent with then-existing Town policies and procedures with respect to historic roadway and streetscape restoration.” PCW further clarifies the timing of its responsibility for final curb-to-curb road resurfacing on its preferred project route roadways within the Town of Barnstable. Specifically, such repaving would occur after all of its duct bank installation, sewer installation, potential COMM Water line replacement activities, storm water drainage installation, and any other coinciding sub-surface utility projects have been completed and an appropriate period of settlement has occurred, as mutually agreed to by PCW and the Barnstable Department of Public Works (“DPW”). PCW will take responsibility for this work regardless of whether other utility works have

changed the crown, grade, or slope of a roadway during the period of project construction.

- d. Additional construction oversight within the Centerville Historic District. In response to broadly shared concerns regarding expediting construction and limiting impacts to businesses, cultural institutions, and residents in the Centerville Historic District, as well as incorporating lessons learned from the Vineyard Wind 1 Project, PCW has developed a robust construction oversight and project management team to oversee construction coordination. This team's focus will be on maintaining a schedule, minimizing delays, and ensuring efficiencies between duct bank and sewer contractors and work on other adjacent utilities (i.e., water, gas). PCW shall post weekly progress reports to a publicly-accessible website and shall communicate daily with the Barnstable DPW on coordination, logistics, and changes in real time, in alignment with approved Construction Sequencing and Communication Plans. Roles and responsibilities covered by this Barnstable construction-focused team would include the following: (1) manage coordination of construction activities within the Centerville Historic District between the contractors and entities, with the goal of ensuring timely and on-schedule performance of construction works within the Centerville Historic District; and (2) oversee public communications, and public and private meetings with residents and abutters, in coordination with the Town, PCW, and COMM Water, along with responding to complaints from abutters and engaging in other conflict resolution.
- e. Without limiting PCW obligations or the Town's rights under this Agreement, if PCW fails or refuses to perform its obligations pursuant to the HCA or this Agreement with respect to the construction, maintenance, repair, replacement or operation of the PCW Transmission Lines within the Town of Barnstable public ways and/or Craigville Beach, the Town shall give PCW written notice of the same, and if PCW fails to commence cure of such obligations within thirty (30) days thereafter, the Town shall have the right to submit such matter to the dispute resolution procedure set forth in Section 18 of the HCA. Provided that the Town has complied with the requirements of Section 18 of the HCA, the Town shall have the right to perform such obligations within the Town public ways and/or Craigville Beach, as the case may be, and PCW shall reimburse the Town for all reasonable costs incurred by the Town to perform the same. Further, in the event an emergency presenting an immediate material risk to human health, safety, or the environment, as determined by the Town in its reasonable discretion, the Town shall have the right to perform such obligations within the Town public ways and/or Craigville Beach, as the case may be, to the extent necessary to reasonably mitigate such risk, and PCW shall reimburse the Town for all reasonable costs incurred by the Town to perform the same. Notwithstanding the foregoing, nothing in this Agreement affects the Parties' rights under Section 18.c of the HCA.

5. Construction Timeline.

- a. PCW, in coordination with the Barnstable DPW, shall develop, finalize, and deliver to the Town a Construction and Sequencing Plan (the “CS Plan”) by June 30, 2025.
  - b. The CS Plan shall be prepared in consultation with the Town and state officials. It will address the pace of work, traffic management, key milestones and appropriate amounts of ‘project float,’ and proposed work changes. Elements shall include adhering to construction sequencing unless the Town is otherwise notified, minimizing impacts to sensitive areas identified by the Town, and restoring roadways as quickly as possible. The CS Plan shall detail the experienced project management team, which shall routinely coordinate with the Town on project supervision and execution of work.
  - c. PCW will prepare an Emergency Response Plan (the “ER Plan”). PCW will work with the Barnstable DPW, the Hyannis Fire District and the Fire District with jurisdiction over the Onshore Substation site, with further consultation with other Fire Districts within the Town as appropriate, to incorporate the Town’s recommended procedures unless such procedures are infeasible, in which case, PCW and the Town will confer in good faith in an attempt to agree on appropriate alternatives as needed. PCW will provide a draft of the construction phase emergency response plan to the Town at least ninety (90) days prior to the start of construction and a draft of the operation phase emergency response plan to the Town at least ninety (90) days before the electricity flows into the substation. PCW shall also reach out to Eversource to learn about Eversource’s emergency response plan and practices.
  - d. PCW shall develop a duct bank schedule and make all reasonable efforts to meet this schedule in the course of the Second Project. PCW will provide the schedule to the Town, and the Town will coordinate with PCW and make all reasonable efforts as necessary to meet this schedule.
6. Insurance. PCW agrees to provide policies of commercial liability insurance from insurance companies domiciled in the United States and licensed to do business in the Commonwealth of Massachusetts, acceptable to the Town, naming the Town individually and/or as an additionally-named insured for such coverage and with the limits enumerated in **Exhibit C**, attached hereto. In the event that PCW is unable to obtain one or more such type of coverage because no market for such coverage exists, PCW will promptly notify the Town of efforts that have been made and the Parties shall confer in good faith with respect to any reasonably available alternative coverage.
7. Guaranty. After the bid award for the Second Project, PCW will provide a guaranty from its parent company, Avangrid Renewables LLC, which shall guarantee payments due under the HCA and this Agreement, including without limitation any

reimbursement obligations under Section 4.e of this Agreement, using a form substantially similar to Exhibit E.

8. General Terms and Conditions.

- a. No provision of this Agreement may be modified except by a subsequent writing signed by the Parties.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivered if an original signed copy of this Agreement.
- c. Notwithstanding anything herein to the contrary, the effectiveness of this Agreement and the Guaranty are subject in all respects to the ratification and approval of this Agreement by the Board of Managers of Avangrid Renewables LLC. PCW shall give the Town of Barnstable prompt written notice following the receipt of such approval.

Witness this day our hands and seals,

Town of Barnstable,  
By,

Park City Wind LLC,  
By,

*M. Andrew G. Ells, ATM*  
FOR Mark S. Ells

\_\_\_\_\_  
Kenneth Kimmell

*6/25/2024*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jorge Alvarez Sesma

\_\_\_\_\_  
Date

[END OF DOCUMENT]

reimbursement obligations under Section 4.e of this Agreement, using a form substantially similar to **Exhibit E**.

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Witness this day our hands and seals,

Town of Barnstable,  
By,

Park City Wind LLC,  
By,

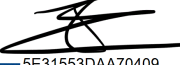
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Mark S. Ells

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**EXHIBIT A**  
ESCROW AGREEMENT

[Attached]

**EXHIBIT B**  
EASEMENTS

[Attached]

**EXHIBIT C**

<b>Insurance Coverages</b>
<p>Broad form general liability insurance listing the Town of Barnstable as an additional insured for bodily injury, death, and property damage, \$1 million per occurrence, \$3 million aggregate, including coverage relating to explosion, collapse, and underground property damage. This is consistent with expectations for Town contractors working on Town projects.</p>
<p>Automobile liability insurance covering owned, non-owned and hired vehicles and trailers for \$1 million combined single limit per accident with a broadened pollution endorsement for hauling oil or hazardous materials during construction. This is consistent with expectations for Town contractors working on Town projects.</p>
<p>Umbrella insurance sitting over the general liability and auto policies, \$5 million listing the Town of Barnstable as an additional insured.</p>
<p>During construction: Contractor's Pollution Liability, \$20 million per occurrence, covering injury, loss or property damage arising out of pollution, releases of oil or hazardous materials, including removal of contaminated soils. The insurance policy shall cover liabilities during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, oil, hazardous wastes or materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs.</p>
<p>Post construction: Premises Pollution Liability insurance for Park City Wind's substation properties, \$20 million (adjusted for inflation every five (5) years) with the Town of Barnstable as an additional insured, during the life of the project, expected to provide broad form coverage addressing the risks described above for the contractor's policy, and catastrophe management and emergency response costs, and third-party property damage and natural resource damage.</p>

## **EXHIBIT D**

### **Third-Party Mitigation**

#### **Overview:**

Park City Wind LLC (“PCW”) shall offer to offset reasonably demonstrated financial losses of businesses and cultural institutions directly on its preferred project onshore route as a direct result of construction activities in the immediate vicinity of the businesses and institutions. Covered losses would be those caused by the Second Project’s electric duct bank installation construction, repaving, possible installation of COMM Water Main and other utility relocations, and stormwater drainage installation on its project route when these construction activities prohibit guests and customers from accessing such a business or cultural institution. PCW shall only take responsibility for the above-named construction activities occurring on each entity’s street within two hundred (200) feet of their physical location, and PCW shall not take any responsibility for construction activities associated with the Town of Barnstable’s installation of sewer infrastructure.

Financial mitigation for directly impacted businesses and cultural and community institutions will be considered. Specific businesses and their respective anticipated impacts will be detailed in a future plan to be submitted to the Town of Barnstable for comment. No compensation will be available to residential property owners, or to businesses or cultural institutions in the vicinity of the construction whose physical locations do not front a roadway on the Second Project’s onshore duct bank installation route.

The future plan to offset financial losses will also include additional detail on the formula to mitigate these impacts, which will include specifics related to commercial businesses, retail, and overnight lodging businesses, as well as cultural institutions.

#### **Dispute Resolution:**

PCW and a counterparty may jointly agree on a neutral party to assist with mediating disputes. PCW shall be financially responsible for the compensation of any such neutral party. If the parties are unable to agree on a neutral party after thirty (30) days, or if mediation is not successful at resolving any disputes, the dispute shall be submitted to the Judicial Arbitration and Mediation Services (“JAMS”), Boston, MA, or its successor, for confidential arbitration by a single arbitrator appointed by JAMS in accordance with its Expedited Arbitration Procedures. The parties shall maintain the confidential nature of any arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, as may be agreed by the parties, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitration award will be final and binding upon the parties and may be entered in any court having jurisdiction. Mediation and arbitration, if any, shall be conducted in English and in Boston, MA.

## EXHIBIT E

### Guaranty

THIS GUARANTY is executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by AVANGRID RENEWABLES, LLC, a limited liability company organized under the laws of the State of Oregon (the “**Guarantor**”) for the benefit of the TOWN OF BARNSTABLE, a municipal corporation existing under the laws of the Commonwealth of Massachusetts (the “**Counterparty**”).

WHEREAS, Park City Wind LLC, a Delaware limited liability company (the “**Company**”) proposes to construct a wind generating facility in federal waters south of Martha’s Vineyard currently designated as BOEM lease area number OCS-A-0534 and leased by Grantee from the United States of America (Department of the Interior, Bureau of Ocean Energy Management), and to connect that facility via subsurface high voltage cables (the “Transmission Lines”) to an electric substation located at 8 Shootflying Hill Road in the Town of Barnstable (the “Substation”) in order to connect to the regional electric grid (collectively, the “Project”); and

WHEREAS, the Company and the Counterparty have entered into a Second Host Community Agreement dated as of May 6, 2022, as amended (the “Host Community Agreement”), pursuant to which Counterparty has agreed to provide the Company with certain easements through, under and on certain areas of Craigville Beach, 997 Craigville Beach Road, and certain public roads in the Town of Barnstable from Craigville Beach to the Substation for the purpose of constructing, installing, inspecting, operating, maintaining, repairing and replacing the Transmission Lines; and

WHEREAS, on [date] the Company and Counterparty entered into a further Side Agreement that relates to the Host Community Agreement (the “Side Agreement”) and pursuant to the Side Agreement, the Company has agreed to provide the Counterparty with a guaranty from the Guarantor for the Company’s monetary obligations under the Side Agreement and the Host Community Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

1. Guaranty of Payment. The Guarantor hereby irrevocably and unconditionally guarantees the due and prompt payment of any and all present and future payment obligations of the Company to the Counterparty pursuant to the Host Community Agreement and the Side Agreement, including without limitation any reimbursement obligations under Section 4.e of the Side Agreement (collectively, the “Guaranteed Obligations”), and subject to the limits set forth herein; provided, however, in no event shall Guaranteed Obligations include any obligations to pay real or personal property taxes to the Counterparty. Upon any failure by the Company to pay any of the Guaranteed Obligations when due and payable, and after cure periods contained in the Host Community Agreement, the Guarantor agrees that it will forthwith on demand from Counterparty, pay to the Counterparty any Guaranteed Obligations which the Company has failed to so timely pay, at the place and in the manner specified in the Host Community Agreement and the Side Agreement, provided the liability of the Guarantor under this Guaranty shall be limited to

\$30,000,000 US dollars (the “Maximum Guaranteed Amount”), in addition to all reasonable costs and expenses of counsel incurred by the Counterparty in connection with collection or other enforcement proceedings against the Guarantor under this Guaranty, provided that Guarantor shall not be liable for such costs and expenses if Counterparty is not successful against Guarantor in its collection efforts. For purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder, any payment by Guarantor either directly or indirectly to the Counterparty, pursuant to a demand made upon Guarantor by Counterparty or otherwise made by Guarantor pursuant to its obligations under this Guaranty, including any indemnification obligations, shall reduce the Maximum Guaranteed Amount on a dollar-for-dollar basis; *provided* that if at any time any payment of any of the Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made. This guaranty is a guaranty of payment and not merely a guaranty of collection. The Guarantor agrees that the Counterparty may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Counterparty shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations.

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of the Company;

(ii) the existence, or extent of any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(iii) any modification, amendment, waiver, extension of or supplement to any of the Host Community Agreement, the Side Agreement, or the Guaranteed Obligations agreed to from time to time by the Company and the Counterparty, provided that Guarantor shall receive prompt notice of such modification, amendment, waiver, extension or supplement;

(iv) any change in the corporate existence (including its constitution, laws, rules, regulations, or powers), structure or ownership of the Company or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets, or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Counterparty, or any other corporation or person, in connection herewith; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) the invalidity or unenforceability in whole or in part of the Host Community Agreement, the Side Agreement, or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations; or

(vii) any other act or omission to act or delay of any kind of the Company, any other guarantor, or any other corporation or person, or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

Notwithstanding the foregoing, the Guarantor's obligations under this Guaranty shall be the same, in nature and amount, as the Company's obligations under the Host Community Agreement and the Side Agreement, and the Guarantor shall have the right to claim or assert any defense to payment that would be available to the Company under the Host Community Agreement and the Side Agreement.

3. Term; Reinstatement in Certain Circumstances. This Guaranty shall remain in full force and effect until the payment in full of the Company's payment obligations under the Host Community Agreement and the Side Agreement; provided, however, that any action to enforce this Guaranty must be commenced within one (1) year from the expiration date or earlier termination of the term of the Host Community Agreement and the Side Agreement (the "Expiry Date"). After the Expiry Date, claims may not be made, and this Guaranty shall cease to be in force except in relation to claims for which legal action has commenced prior to the Expiry Date. Notwithstanding the foregoing, the Guarantor agrees that this Guaranty will be reinstated to the extent any payment of a claim is recovered from the Company in a bankruptcy proceeding for a period not to exceed one (1) year from the date such payment is recovered.

4. Waiver by the Guarantor. The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, and any requirement that at any time any person exhaust any right to take any action against the Company or its assets or any other guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of the Counterparty against the Company with respect to such payment; provided that the Guarantor shall not enforce any such right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full. The Counterparty agrees to take at the Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by the Company under the Host Community Agreement and the Side Agreement is stayed upon the insolvency, bankruptcy, or reorganization of the Company, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Host Community Agreement and the Side Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Counterparty.

7. Assignment; Successors and Assigns. The Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and the Counterparty and its successors and assigns.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented, or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Counterparty.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Representations and Warranties. Guarantor hereby represents and warrants the following:

(A) The Guarantor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and has full power, corporate or otherwise, to execute, deliver and perform this Guaranty.

(B) The execution, delivery, and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations, and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery, and performance of this Guaranty, if any, have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery, or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid, and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. Notices. All notices or communications to the Guarantor shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

Avangrid Renewables, LLC  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210  
Attn: Credit

With a copy to:

Avangrid Renewables, LLC  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210



Attn: General Counsel

or such other address as the Guarantor shall from time to time specify to the Counterparty.

13. GOVERNING LAW. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE. THE GUARANTOR AND THE COUNTERPARTY JOINTLY AND SEVERALLY AGREE TO THE EXCLUSIVE JURISDICTION OF STATE AND FEDERAL COURTS LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS OVER ANY DISPUTES ARISING OR RELATING TO THIS GUARANTY AND WAIVE ANY OBJECTIONS TO VENUE OR INCONVENIENT FORUM. THE GUARANTOR AND COUNTERPARTY EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.

14. Third Party Beneficiaries. This Guaranty shall not be construed to create any third-party beneficiary relationship as to or with any person or entity other than the Counterparty.

15. Waiver of Consequential Damages. IN NO EVENT SHALL THE GUARANTOR BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, PUNITIVE, TORT OR OTHER SIMILAR DAMAGES PURSUANT TO THIS GUARANTY UNLESS OTHERWISE PAYABLE PURSUANT TO THE AGREEMENT.

[signature page follows]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

**AVANGRID RENEWABLES, LLC**

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative