

## **FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

This First Amendment To Memorandum of Understanding (the “Amendment”) is made effective as of March 21, 2022 (the “Effective Date”) by and between Vineyard Wind 1 LLC (“Vineyard Wind”), a Delaware limited liability company, and Delano & Co. LLC (“Delano”), a Massachusetts limited liability company (each a “Party” and together, the “Parties”).

### **Recitals**

**WHEREAS**, Vineyard Wind, a joint venture between Avangrid Renewables, a subsidiary of AVANGRID, Inc. and Copenhagen Infrastructure Partners, has developed, fully permitted, and is now constructing the nation’s first commercial-scale, offshore wind energy farm, the 800-megawatt generation facility known as the Vineyard Wind 1 project, located 15 miles off the coast of Martha’s Vineyard, in federal waters (the “Project”);

**WHEREAS**, Delano provides, among other services, property management and placement, including the provision of year-round workforce housing to businesses based on Martha’s Vineyard, has substantial experience in providing housing solutions to such local businesses, and an extensive housing inventory to meet the needs of job creators on Martha’s Vineyard, including, pending receipt of all required permits, the 5 unit property located at 52 William Street, Vineyard Haven, Massachusetts (the “William Street Property”) and, 7 to 10 units of the 17 unit property located at 4 State Road, Vineyard Haven, Massachusetts (the “State Road Property”) (together, the “Properties”);

**WHEREAS**, operations and maintenance (“O&M”) of the Project requires Vineyard Wind to establish and build out O&M infrastructure and capabilities, and Vineyard Wind wishes to establish Martha’s Vineyard as the Project’s O&M hub, and has already made substantial permitting and development investments for that purpose;

**WHEREAS**, available, year-round workforce housing facilities are critically important to the successful establishment of the Project’s O&M hub on Martha’s Vineyard, and in-turn, would allow O&M workforce members to provide substantial and related social and economic benefits to Martha’s Vineyard, both as new community members and by partaking of the local economy, benefiting small businesses;

**WHEREAS**, the Parties previously entered into that certain Memorandum of Understanding dated January 21, 2022, which in relevant part established an exclusivity between the Parties with regard to the Properties, under which, beginning on January 21, 2022, Delano, including its affiliates 4 State Road MVY LLC and 52 William Street LLC, was prohibited from either seeking or considering any third-party offers to lease, purchase, or otherwise dispose of the Properties for a period of sixty (60) days (the “Exclusivity Period”); and

**WHEREAS**, Vineyard Wind and Delano are finalizing terms of lease option agreements for the Properties, and wish to extend the Exclusivity Period and the term of the Memorandum of Understanding, and wish to memorialize this understanding in writing;

**NOW, THEREFORE**, in consideration of their mutual understanding, and subject to the conditions set forth herein, the Parties agree as follows:

1. Section II.B of the Memorandum of Understanding shall be replaced as set forth below:

**Original:** “This MOU is intended to create an exclusivity between the Parties with regard to the Properties (the “Exclusivity Period”). Upon the Effective Date and for sixty (60) days thereafter, Delano, including its affiliates 4 State Road MVY LLC and 52 William Street LLC, shall neither seek nor consider any third-party offers to lease, purchase, or otherwise dispose of the Properties.”

**As Modified:** “This MOU is intended to create an exclusivity between the Parties with regard to the Properties (the “Exclusivity Period”). Upon the Effective Date and for one hundred fifty (150) days thereafter, Delano, including its affiliates 4 State Road MVY LLC and 52 William Street LLC, shall neither seek nor consider any third-party offers to lease, purchase, or otherwise dispose of the Properties.”

2. Each Party hereby represents and warrants to the other Party hereto that the execution, delivery and performance hereof by it of this Amendment are within its powers, and have been duly authorized by all necessary corporate or other action and that this Amendment constitutes its legal, valid and binding obligation.
3. All other provisions of the Memorandum of Understanding remain in full force and effect, and all rights, duties and obligations remain unchanged except as expressly provided in this Amendment.
4. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and with the laws of the United States with regard to federal issues (such as patent, copyright and other intellectual property issues), without regard to the conflict of laws principles.
5. This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a .pdf copy to an e-mail, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

*(Signatures appear on following page)*

IN WITNESS WHEREOF, the parties have caused this First Amendment to Memorandum of Understanding to become effective as of the Effective Date.

**COMPANY:**

**VINEYARD WIND 1 LLC**

*LP*

By: Jack Arruda

Name: Jack Arruda  
Title: Project Manager  
May-02-2022 | 5:18 PM EDT

**DELANO:**

**DELANO & CO. LLC**

By: Xerxes Aghassipour

Name: Xerxes Aghassipour  
Title: Managing Director  
May-02-2022 | 6:53 PM EDT