

Dukes County Registry of Deeds
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Dukes County Registry of Deeds
Paulo C. DeOliveira, Register
81 Main Street
PO Box 5231
Edgartown, MA 02539
508-627-4025
www.Masslandrecords.com

AMENDMENT TO NOTICE OF OPTION AGREEMENT

This Amendment to Notice of Option Agreement dated as of February 10, 2022 by and among Harborwood LLC, a Massachusetts limited liability company (the "Seller"), Vineyard Wind 1 LLC, a Delaware limited liability company ("Vineyard Wind") and Carlos Teles (the "Lot 2 Buyer").

WHEREAS, the Seller and Vineyard Wind entered into to that certain Option Agreement dated August 12, 2021 (the "Option Agreement"), with respect to certain premises (the "Option Premises") consisting of a portion of the property located at 61 Beach Road, Vineyard Haven (Tisbury), Dukes County, Massachusetts (the "Property"), as affected by a certain Agreement dated as of February 8, 2022 (the "Supplemental Agreement") by and among the Seller, Vineyard Wind and the Lot 2 Buyer;

WHEREAS, the Option Agreement is evidenced by a certain Notice of Option Agreement recorded with the Dukes Registry of Deeds in Book 1596, Page 270 (the "Notice of Option");

WHEREAS, the Seller has divided the Property into two lots shown as "Lot 1" and "Lot 2" on the plan (the "ANR Plan") recorded with the Dukes County Registry of Deeds in Plan Book 19, Plan 101;

WHEREAS, the Lot 2 Buyer has purchased Lot 2 as shown on the ANR Plan;

WHEREAS, the Seller, Vineyard Wind and the Lot 2 Buyer wish to acknowledge and confirm that the Option Premises as described in the Notice of Option shall mean Lot 1 as shown on the ANR Plan, subject to the rights of Vineyard Wind to acquire portions of Lot 2 through the Closing Date as set forth in the Supplemental Agreement.

NOW, THEREFORE, the Seller, Vineyard Wind and the Lot 2 Buyer hereby agree to amend the Notice of Option as follows:

1. The term "Option Premises" as appearing in the Notice of Option is hereby deleted in its entirety and replaced with:

"Option Premises: That portion of the property located at 61 Beach Road, Vineyard Haven (Tisbury), Massachusetts shown as "Lot 1" on the plan entitled "Plan of Land in Tisbury, Mass." dated September 5, 2021 by Schofield, Barbini & Hoehn Inc., recorded with the Dukes County Registry of Deeds in Plan Book 19, Plan 101 and containing of 28,104 +/- square feet (0.65 +/- acres) of land more or less according to said plan."

61 Beach Road, Vineyard Haven (Tisbury), Massachusetts

2. Until the Closing Date (as defined in the Notice of Option) or the earlier expiration or termination of the Option Agreement, Vineyard Wind has certain rights to purchase all or portions of Lot 2 as shown on the ANR Plan pursuant to and as set forth in the Supplemental Agreement.

3. Commencing on the Closing Date (as defined in the Notice of Option) and continuing until the fifth anniversary of the Closing Date, in the event that the Lot 2 Buyer elects in its sole discretion to develop on Lot 2 a multi-unit residential condominium under M.G.L. c. 40B, Vineyard Wind shall have a one-time right of first offer to purchase up to ten (10) of the market-rate units which may be constructed on Lot 2 subject to the terms and conditions of the Supplemental Agreement.

4. The parties acknowledge that Vineyard Wind's development and use of the Option Premises may cause annoyance to future residential occupants on Lot 2 due to the possibility of noise, vibrations, lighting, emissions or other intrusions. If the Lot 2 Buyer develops a residential project on Lot 2 (including, without limitation, a multi-unit residential condominium under M.G.L. c. 40B), the Lot 2 Buyer agrees to include the residential leases (if a rental project) or the Master Deed (if a condominium project) a statement that the abutting Option Premises is used for commercial and industrial purposes, which may generate noise, vibrations, light emissions or other nuisance and that each tenant or unit owner has leased or purchased his/her unit with the specific knowledge thereof, and the tenants, unit owners, and/or organizations of such tenants or unit owners jointly and severally waive their rights to bring a claim against Vineyard Wind for damages or for equitable relief to restrict, reduce or eliminate Vineyard Wind's use of the Option Premises so long as Vineyard Wind's use complies with applicable law.

5. Except as modified herein, the Notice of Option remains unchanged and is in full force and effect.

{signature pages follow}

WITNESS the execution hereof under seal as of this 9 day of Feb 2022.

SELLER:

Harborwood LLC,
a Massachusetts limited liability company

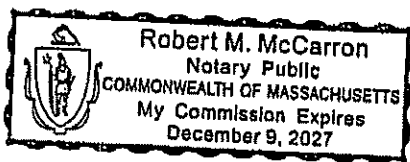
By: [Signature]
Name: Reid A. Dunn
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

Feb 9, 2022

Then personally appeared the above-named **Reid A. Dunn**, the Manager of **Harborwood LLC**, proved to me by satisfactory evidence of identification, being (check whichever applies):
 driver's license or other state or federal governmental document bearing a photographic image,
 oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for the purposes stated therein, before me.



[Signature]
Notary Public
My commission expires: 12/9/27

VINEYARD WIND:

Vineyard Wind 1 LLC,
a Delaware limited liability company

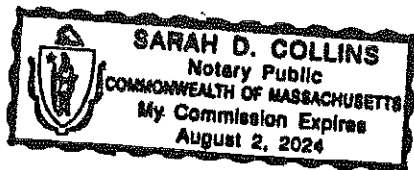
By: 
Name: Jennifer Simon-Lento
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 14, 2022

Then personally appeared the above-named **Jennifer Simon-Lento**, the Manager of **Vineyard Wind 1 LLC**, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him voluntarily for the purposes stated therein, before me.



S.D. Collins
Notary Public
My Commission expires: 8/2/2024

LOT 2 BUYER:

Carlos Teles
Carlos Teles

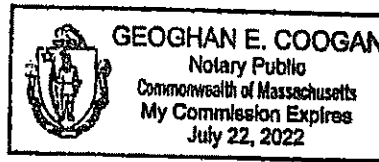
COMMONWEALTH OF MASSACHUSETTS

Duke, ss.

0/10, 2022

Then personally appeared the above-named **Carlos Teles**, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be signed by **him** voluntarily for the purposes stated therein, before me.

[Signature]
Notary Public
My Commission expires:



ATTEST: Paulo C. DeOliveira, Register