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September 17, 2021

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Re: Petition for Approval of Long-Term Contracts for Clean Energy Projects Pursuant to Section 83D - D.P.U. 18-64/65/66

Dear Secretary Marini:

NSTAR Electric Company d/b/a Eversource Energy, Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, and Fitchburg Gas and Electric Light Company d/b/a Unitil (together, the “Distribution Companies”) hereby notify the Department of Public Utilities (“Department”) of the Third Amendments to the transmission service agreements (“TSAs”) between the Distribution Companies and NECEC Transmission LLC (“NECEC LLC”). See Appendix A, hereto.

The Department approved power purchase agreements (“PPAs”) with the Distribution Companies and H.Q. Energy Services (U.S.) Inc. pursuant to Section 83D of the Green Communities Act in its June 25, 2019 final order in D.P.U. 18-64 through 18-66 (the “Order”). As the Department is aware, energy purchased under the PPAs will be delivered into New England over new transmission infrastructure referred to as the New England Clean Energy Connect transmission line (“NECEC”) in accordance with the TSAs, which are subject to Federal Energy Regulatory Commission (“FERC”) jurisdiction. Order at 5-6, n. 13. The Department approved the Distribution Companies’ request to recover payments made under the TSAs from Massachusetts customers in accordance with Section 83D and 220 C.M.R. 24.06. Order at 142.¹

The Third Amendments to the TSAs were executed as of August 23, 2021. The Third Amendments address certain upgrades or modifications to the New England Transmission System, as determined by ISO-NE pursuant to Section I.3.9 of the ISO-NE Tariff, required to interconnect the NECEC Transmission Line with the New England Transmission System (“AC Upgrades”) and to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff (“CCIS Capacity Upgrades”). The Third Amendments also: (1) extend the FERC authorization deadline

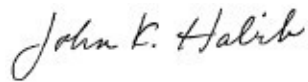
¹ The TSAs were originally executed by NECEC LLC’s predecessor in interest, Central Maine Power Company. Notice of the assignment of the TSAs from Central Maine Power Company to NECEC LLC was previously provided to the Department in this docket on July 7, 2020.

Letter to Department Re: Third Amendment to TSAs
D.P.U. 18-64/65/66
September 17, 2021
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for the Transmission Operating Agreement in Section 3.3.1 (a) of the TSAs by a period of one year; (2) establish deadlines for local municipal approvals of the AC Upgrades under Section 3.3.3(a) of the TSAs; (3) amend the requirements for Critical Milestones under Sections 4.1(a)(i) and 4.1(a)(iii) and 4.3 relating to the AC Upgrades and required modifications to the Seabrook generator circuit breaker; (4) amend NECEC LLC's responsibilities under Section 5 of the TSAs to include reference to obtaining all municipal authorizations necessary to complete the AC Upgrades; (5) amend the representations in Section 21.2(g) of the TSAs to include references to required municipal approvals for the AC Upgrades and required modifications to the Seabrook generator circuit breaker; and (6) update Attachments A, B and C to the TSAs.

Copies of all executed amendments are enclosed. Please contact me with any questions you may have. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "John K. Habib".

John K. Habib, Esq.

Enclosures

cc: D.P.U. 18-64/65/66 Service List

THIRD AMENDMENT TO TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between Fitchburg Gas and Electric Light Company (d/b/a Unital) (“Distribution Company”) and NECEC Transmission LLC (“Owner”). Distribution Company and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and Distribution Company executed that certain Transmission Service Agreement, dated as of June 13, 2018 (as modified by a First Amendment to Transmission Service Agreement, dated as of October 9, 2018, and a Second Amendment to Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and Distribution Company desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The sixth, seventh and eighth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England Transmission System (as defined below) in a safe and reliable manner and to permit the

consummation of the transactions contemplated by this Agreement, the Additional TSAs (as defined below), the PPA or the Additional PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

""AC Upgrade Owners" means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement."

- (ii) by restating the definition of "AC Upgrades":

""AC Upgrades" means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A."

- (iii) by restating the definition of "CCIS Capacity Upgrade":

""CCIS Capacity Upgrade" means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A."

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

""Interconnection Agreements" means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE."

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

""Municipal AC Upgrades Approvals" means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade."

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(i) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

9. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to insert “(A)” between “use commercially reasonable efforts” and “to obtain all of the Construction Authorizations” and to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

10. Section 5.1.1(a) of the Agreement is hereby amended by adding the following at the end thereof:

“(D) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”


11. Section 21.2(g) of the Agreement is hereby amended to read in its entirety as follows:

“(g) The FERC Authorization, Owner Approvals, Municipal Owner Approvals, the AC Upgrade Approvals, Municipal AC Upgrade Approvals and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(i) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line.”

12. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
13. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
14. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
15. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
16. This Third Amendment is conditioned upon (i) Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to Distribution Company in its sole discretion (the “Amendment Regulatory Approval”) and (ii) H.Q. Energy Services (U.S.) Inc. consenting to this Third Amendment as provided in Section 3.3(m)(ii) of Power Purchase Agreement dated as of June 13, 2018 between H.Q. Energy Services (U.S.) Inc. and Distribution Company (the “HQUS Consent”). In the event that either (x) the HQUS Consent is not received by September 23, 2021 or (y) the Amendment Regulatory Approval is not received by Distribution Company by December 22, 2021, this Third Amendment shall be null and void.
17. The Parties understand and agree that this Amendment shall also be filed with the Massachusetts Department of Public Utilities.
18. Distribution Company acknowledges receipt of a copy of the amendments to the HQUS TSAs each dated as of the date hereof and waives the requirement under Section 5.5.2 of the Agreement that Owner provide Distribution Company a copy of that proposed amendment to the HQUS TSA not fewer than ten (10) Business Days prior to the execution thereof.
19. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the later of the date of the Amendment Regulatory Approval and the date of the HQUS Consent, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.
20. This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

**FITCHBURG GAS AND
ELECTRIC LIGHT COMPANY
(d/b/a Unitil)**

By: 
Name: Robert S. Furrow
Title: Vice President

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

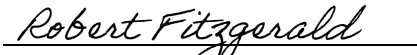
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

**FITCHBURG GAS AND
ELECTRIC LIGHT COMPANY
(d/b/a Unitil)**

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: 
Name: Thorn Dickinson
Title: President & CEO

By: 
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and

- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee

substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;’
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;

- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

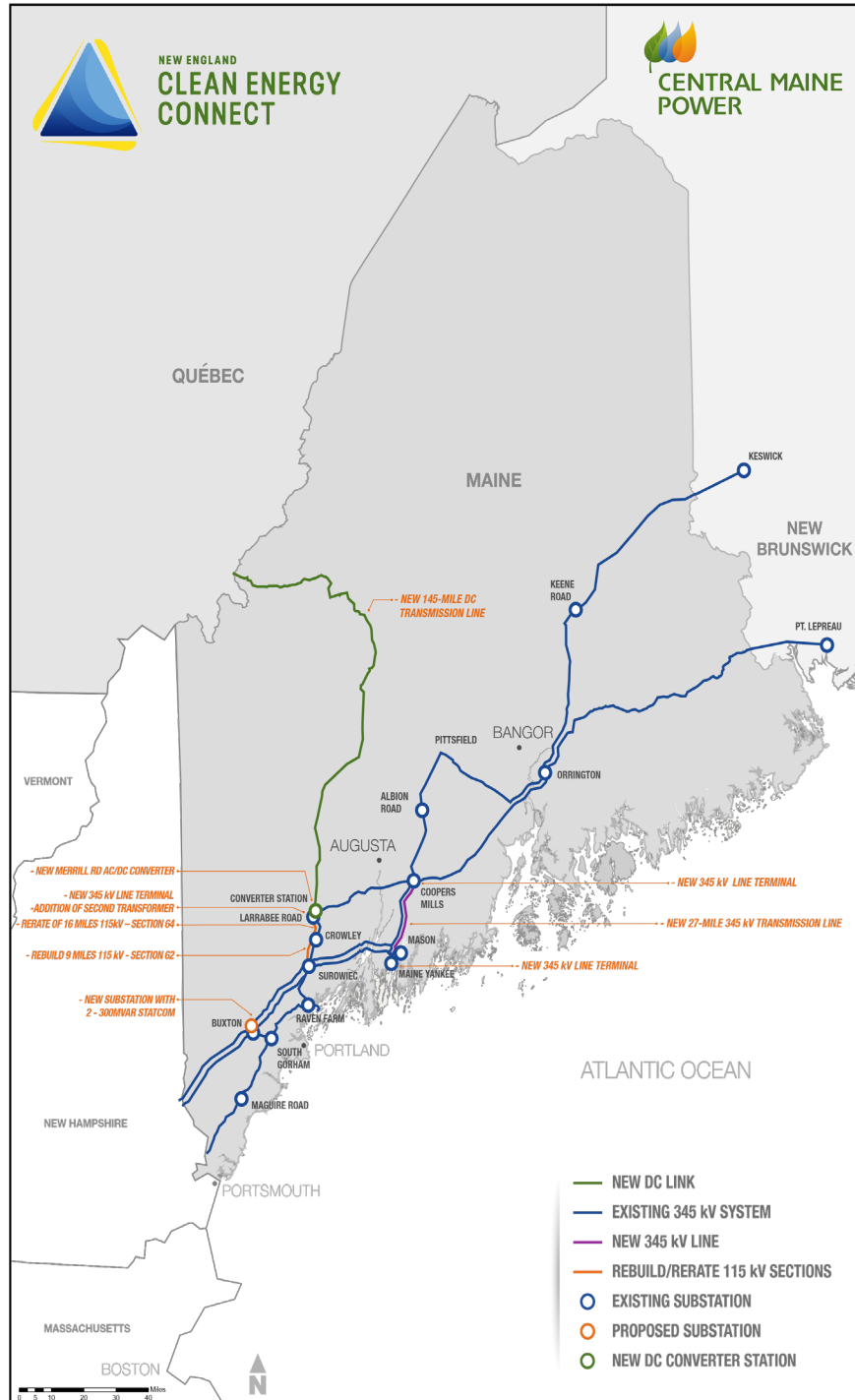


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from Distribution Company dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay

THIRD AMENDMENT TO TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between Massachusetts Electric Company and Nantucket Electric Company (d/b/a National Grid) (“Distribution Company”) and NECEC Transmission LLC (“Owner”). Distribution Company and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and Distribution Company executed that certain Transmission Service Agreement, dated as of June 13, 2018 (as modified by a First Amendment to Transmission Service Agreement, dated as of October 9, 2018, and a Second Amendment to Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and Distribution Company desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The sixth, seventh and eighth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England

Transmission System (as defined below) in a safe and reliable manner and to permit the consummation of the transactions contemplated by this Agreement, the Additional TSAs (as defined below), the PPA or the Additional PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

""AC Upgrade Owners" means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement."

- (ii) by restating the definition of "AC Upgrades":

""AC Upgrades" means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A."

- (iii) by restating the definition of "CCIS Capacity Upgrade":

""CCIS Capacity Upgrade" means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A."

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

""Interconnection Agreements" means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE."

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

""Municipal AC Upgrades Approvals" means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade."

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(i) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

9. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to insert “(A)” between “use commercially reasonable efforts” and “to obtain all of the Construction Authorizations” and to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

10. Section 5.1.1(a) of the Agreement is hereby amended by adding the following at the end thereof:

“(D) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”


11. Section 21.2(g) of the Agreement is hereby amended to read in its entirety as follows:

“(g) The FERC Authorization, Owner Approvals, Municipal Owner Approvals, the AC Upgrade Approvals, Municipal AC Upgrade Approvals and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(i) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line.”

12. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
13. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
14. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
15. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
16. This Third Amendment is conditioned upon (i) Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to Distribution Company in its sole discretion (the “Amendment Regulatory Approval”) and (ii) H.Q. Energy Services (U.S.) Inc. consenting to this Third Amendment as provided in Section 3.3(m)(ii) of Power Purchase Agreement dated as of June 13, 2018 between H.Q. Energy Services (U.S.) Inc. and Distribution Company (the “HQUS Consent”). In the event that either (x) the HQUS Consent is not received by September 23, 2021 or (y) the Amendment Regulatory Approval is not received by Distribution Company by December 22, 2021, this Third Amendment shall be null and void.
17. The Parties understand and agree that this Amendment shall also be filed with the Massachusetts Department of Public Utilities.
18. Distribution Company acknowledges receipt of a copy of the amendments to the HQUS TSAs each dated as of the date hereof and waives the requirement under Section 5.5.2 of the Agreement that Owner provide Distribution Company a copy of that proposed amendment to the HQUS TSA not fewer than ten (10) Business Days prior to the execution thereof.
19. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the later of the date of the Amendment Regulatory Approval and the date of the HQUS Consent, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.
20. This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

**MASSACHUSETTS ELECTRIC COMPANY AND
NANTUCKET ELECTRIC COMPANY
(d/b/a National Grid)**

By: 
Name: James Holodak Jr _____
Title: VP Energy Supply, NGUSA _____

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

**MASSACHUSETTS ELECTRIC COMPANY AND
NANTUCKET ELECTRIC COMPANY
(d/b/a National Grid)**

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: *Thorn Dickinson*
Name: Thorn Dickinson
Title: President & CEO

By: *Robert Fitzgerald*
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and

- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee

substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;’
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;

- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

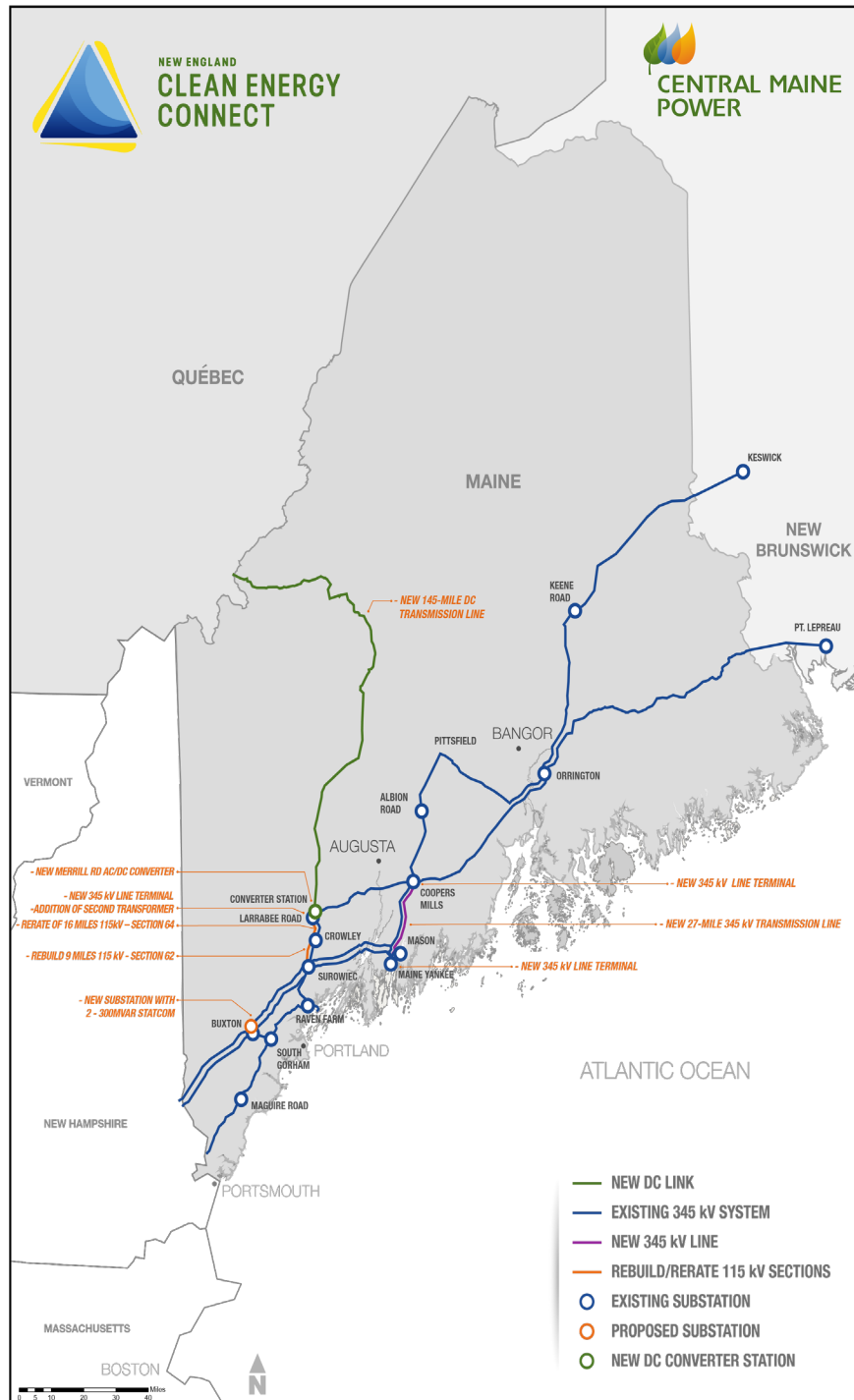


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from Distribution Company dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay

THIRD AMENDMENT TO TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between NSTAR Electric Company (d/b/a Eversource Energy) (“Distribution Company”) and NECEC Transmission LLC (“Owner”). Distribution Company and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and Distribution Company executed that certain Transmission Service Agreement, dated as of June 13, 2018 (as modified by a First Amendment to Transmission Service Agreement, dated as of October 9, 2018, and a Second Amendment to Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and Distribution Company desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The sixth, seventh and eighth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England Transmission System (as defined below) in a safe and reliable manner and to permit the

consummation of the transactions contemplated by this Agreement, the Additional TSAs (as defined below), the PPA or the Additional PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

""AC Upgrade Owners" means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement."

- (ii) by restating the definition of "AC Upgrades":

""AC Upgrades" means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A."

- (iii) by restating the definition of "CCIS Capacity Upgrade":

""CCIS Capacity Upgrade" means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A."

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

""Interconnection Agreements" means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE."

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

""Municipal AC Upgrades Approvals" means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade."

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(i) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

9. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to insert “(A)” between “use commercially reasonable efforts” and “to obtain all of the Construction Authorizations” and to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

10. Section 5.1.1(a) of the Agreement is hereby amended by adding the following at the end thereof:

“(D) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”


11. Section 21.2(g) of the Agreement is hereby amended to read in its entirety as follows:

“(g) The FERC Authorization, Owner Approvals, Municipal Owner Approvals, the AC Upgrade Approvals, Municipal AC Upgrade Approvals and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(i) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line.”

12. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
13. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
14. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
15. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
16. This Third Amendment is conditioned upon (i) Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to Distribution Company in its sole discretion (the “Amendment Regulatory Approval”) and (ii) H.Q. Energy Services (U.S.) Inc. consenting to this Third Amendment as provided in Section 3.3(m)(ii) of Power Purchase Agreement dated as of June 13, 2018 between H.Q. Energy Services (U.S.) Inc. and Distribution Company (the “HQUS Consent”). In the event that either (x) the HQUS Consent is not received by September 23, 2021 or (y) the Amendment Regulatory Approval is not received by Distribution Company by December 22, 2021, this Third Amendment shall be null and void.
17. The Parties understand and agree that this Amendment shall also be filed with the Massachusetts Department of Public Utilities.
18. Distribution Company acknowledges receipt of a copy of the amendments to the HQUS TSAs each dated as of the date hereof and waives the requirement under Section 5.5.2 of the Agreement that Owner provide Distribution Company a copy of that proposed amendment to the HQUS TSA not fewer than ten (10) Business Days prior to the execution thereof.
19. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the later of the date of the Amendment Regulatory Approval and the date of the HQUS Consent, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.
20. This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

**NSTAR ELECTRIC COMPANY
(d/b/a Eversource Energy)**

By: 
Name: James G. Daly
Title: Vice President, Energy Supply

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

**NSTAR ELECTRIC COMPANY
(d/b/a Eversource Energy)**

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: Thorn Dickinson
Name: Thorn Dickinson
Title: President & CEO

By: Robert Fitzgerald
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and
- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order

to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:

- (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;*
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;
- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
- (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

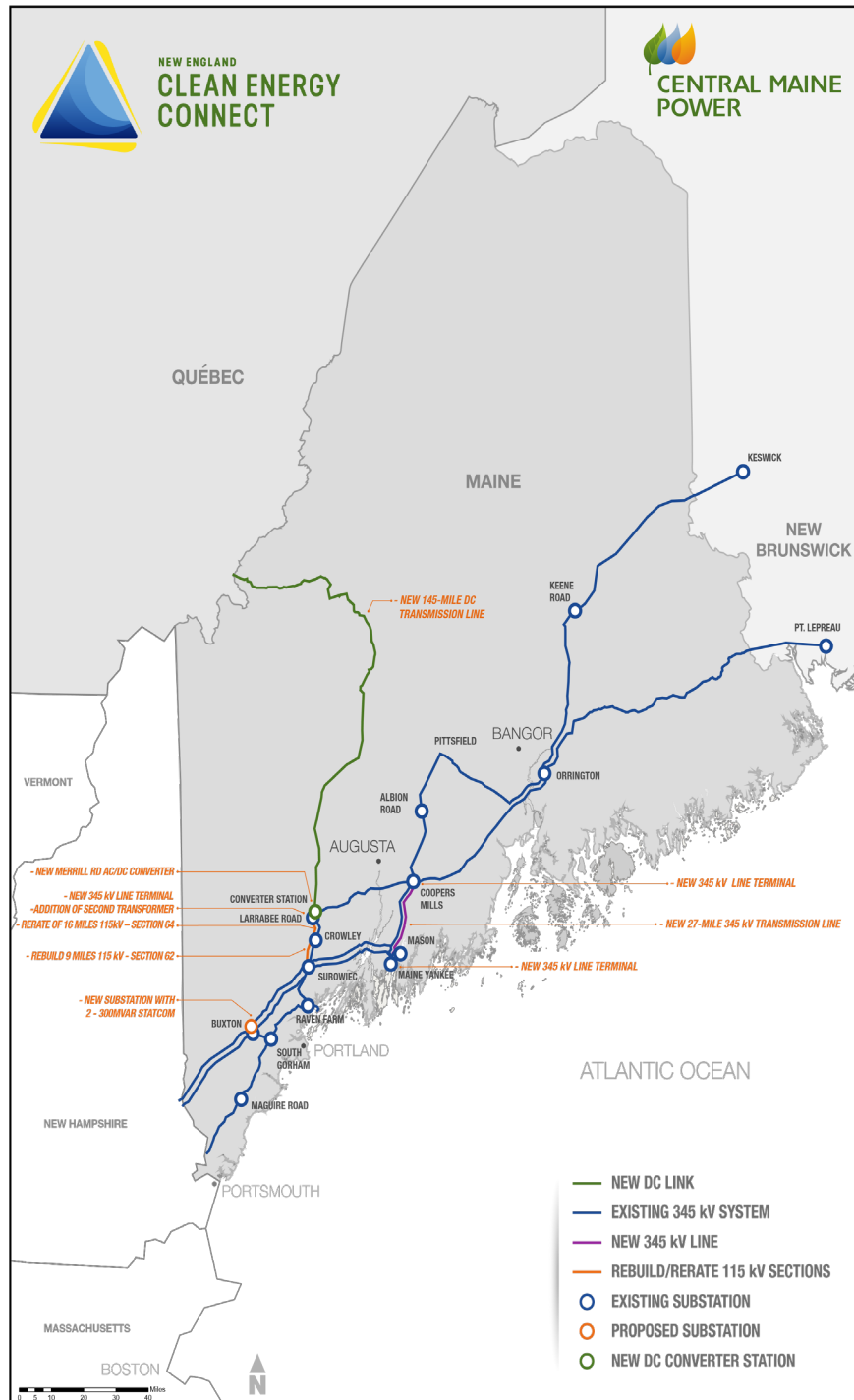


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from Distribution Company dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay

THIRD AMENDMENT TO TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between H.Q. Energy Services (U.S.) Inc. (“HQUS”) and NECEC Transmission LLC (“Owner”). HQUS and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and HQUS executed that certain Transmission Service Agreement (Unitil – 12.317 MW), dated as of June 13, 2018 (as modified by a First Amendment to Transmission Service Agreement, dated as of December 21, 2018, and a Second Amendment to Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and HQUS desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The seventh, eighth and ninth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England Transmission System (as defined below) in a safe and reliable manner and to permit the consummation of the transactions contemplated by this Agreement, the Distribution

Company TSA (as defined below), the Additional RFP Sponsor TSAs (as defined below), the Purchaser TSAs, the 110MW TSA, the PPA or the Additional PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

""AC Upgrade Owners" means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement."

- (ii) by restating the definition of "AC Upgrades":

""AC Upgrades" means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A."

- (iii) by restating the definition of "CCIS Capacity Upgrade":

""CCIS Capacity Upgrade" means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A."

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

""Interconnection Agreements" means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE."

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

""Municipal AC Upgrades Approvals" means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade."

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. The first sentence of Section 4.3 of the Agreement is hereby amended to replace “(i)” with “(k)”.

9. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(k) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

10. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

11. Section 5.6 of the Agreement is hereby amended by adding the following at the end thereof:

“and (c) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”


12. Section 21.3(g) of the Agreement is hereby amended to read in its entirety as follows:

“(g) the FERC Authorization, Owner Approvals (other than the Municipal Owner Approvals), the AC Upgrade Approvals, Municipal AC Upgrade Approvals, and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(k) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line (other than the Municipal Owner Approvals).”

13. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
14. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
15. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
16. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
17. This Third Amendment is conditioned upon Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to HQUS in its sole discretion (the “Amendment Regulatory Approval”). In the event that the Amendment Regulatory Approval is not received by HQUS by December 22, 2021, this Third Amendment shall be null and void.
18. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the date of the Amendment Regulatory Approval, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.
19. This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: 
Name: Pierre Despars
Title: President and Chief Executive Officer

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: *Thorn Dickinson*
Name: Thorn Dickinson
Title: President & CEO

By: *Robert Fitzgerald*
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and
- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order

to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:

- (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;*
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;
- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
- (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

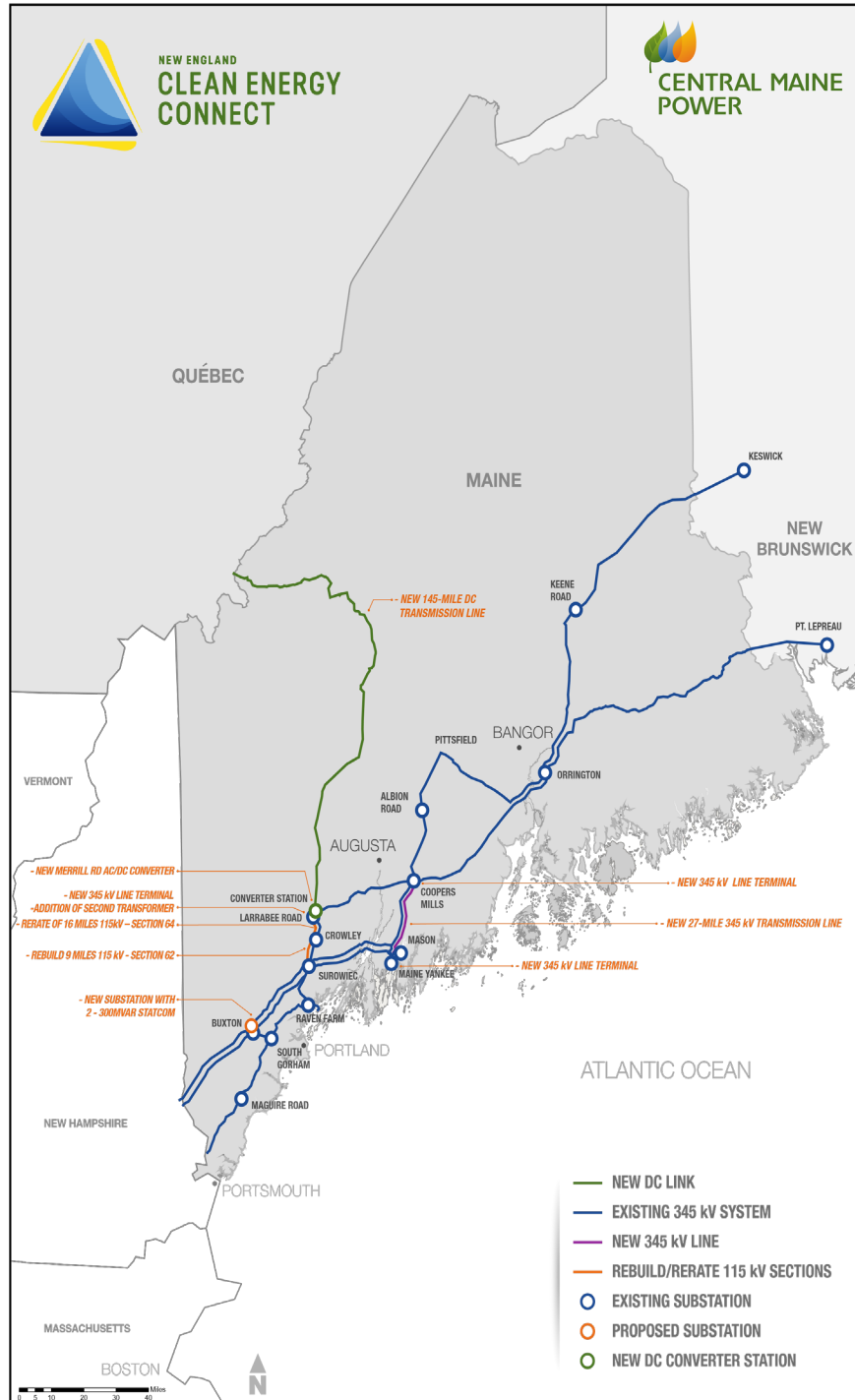


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from HQUS dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay

THIRD AMENDMENT TO TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between H.Q. Energy Services (U.S.) Inc. (“HQUS”) and NECEC Transmission LLC (“Owner”). HQUS and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and HQUS executed that certain Transmission Service Agreement (National Grid – 493.348 MW), dated as of June 13, 2018 (as modified by a First Amendment to Transmission Service Agreement, dated as of December 21, 2018, and a Second Amendment to Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and HQUS desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The seventh, eighth and ninth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England Transmission System (as defined below) in a safe and reliable manner and to permit the consummation of the transactions contemplated by this Agreement, the Distribution

Company TSA (as defined below), the Additional RFP Sponsor TSAs (as defined below), the Purchaser TSAs, the 110MW TSA, the PPA or the Additional PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

““AC Upgrade Owners” means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement.”

- (ii) by restating the definition of "AC Upgrades":

““AC Upgrades” means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A.”

- (iii) by restating the definition of "CCIS Capacity Upgrade":

““CCIS Capacity Upgrade” means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A.”

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

““Interconnection Agreements” means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE.”

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

““Municipal AC Upgrades Approvals” means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade.”

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. The first sentence of Section 4.3 of the Agreement is hereby amended to replace “(i)” with “(k)”.

9. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(k) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

10. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

11. Section 5.6 of the Agreement is hereby amended by adding the following at the end thereof:

“and (c) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”

12. Section 21.3(g) of the Agreement is hereby amended to read in its entirety as follows:


“(g) the FERC Authorization, Owner Approvals (other than the Municipal Owner Approvals), the AC Upgrade Approvals, Municipal AC Upgrade Approvals, and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(k) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line (other than the Municipal Owner Approvals).”

13. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
14. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
15. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
16. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
17. This Third Amendment is conditioned upon Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to HQUS in its sole discretion (the “Amendment Regulatory Approval”). In the event that the Amendment Regulatory Approval is not received by HQUS by December 22, 2021, this Third Amendment shall be null and void.
18. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the date of the Amendment Regulatory Approval, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.

This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: 
Name: Pierre Despars
Title: President and Chief Executive Officer

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: Thorn Dickinson
Name: Thorn Dickinson
Title: President & CEO

By: Robert Fitzgerald
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and

- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee

substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;’
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;

- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

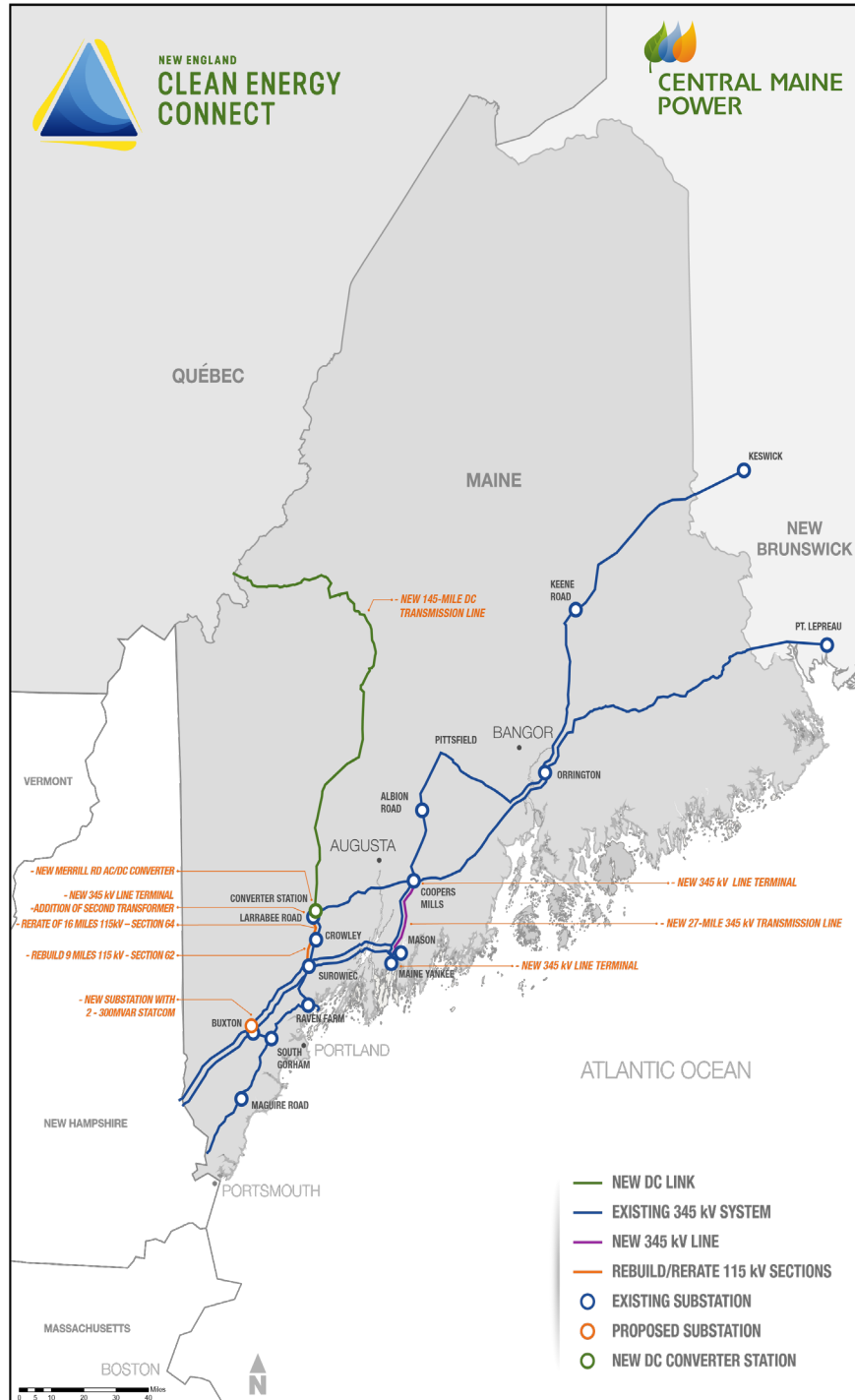


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from HQUS dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay

THIRD AMENDMENT TO TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between H.Q. Energy Services (U.S.) Inc. (“HQUS”) and NECEC Transmission LLC (“Owner”). HQUS and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and HQUS executed that certain Transmission Service Agreement (Eversource Energy – 579.335 MW), dated as of June 13, 2018 (as modified by a First Amendment to Transmission Service Agreement, dated as of December 21, 2018, and a Second Amendment to Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and HQUS desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The seventh, eighth and ninth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England Transmission System (as defined below) in a safe and reliable manner and to permit the consummation of the transactions contemplated by this Agreement, the Distribution

Company TSA (as defined below), the Additional RFP Sponsor TSAs (as defined below), the Purchaser TSAs, the 110MW TSA, the PPA or the Additional PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

““AC Upgrade Owners” means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement.”

- (ii) by restating the definition of "AC Upgrades":

““AC Upgrades” means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A.”

- (iii) by restating the definition of "CCIS Capacity Upgrade":

““CCIS Capacity Upgrade” means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A.”

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

““Interconnection Agreements” means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE.”

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

““Municipal AC Upgrades Approvals” means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade.”

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. The first sentence of Section 4.3 of the Agreement is hereby amended to replace “(i)” with “(k)”.

9. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(k) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

10. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

11. Section 5.6 of the Agreement is hereby amended by adding the following at the end thereof:

“and (c) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”


12. Section 21.3(g) of the Agreement is hereby amended to read in its entirety as follows:

“(g) the FERC Authorization, Owner Approvals (other than the Municipal Owner Approvals), the AC Upgrade Approvals, Municipal AC Upgrade Approvals, and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(k) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line (other than the Municipal Owner Approvals).”

13. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
14. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
15. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
16. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
17. This Third Amendment is conditioned upon Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to HQUS in its sole discretion (the “Amendment Regulatory Approval”). In the event that the Amendment Regulatory Approval is not received by HQUS by December 22, 2021, this Third Amendment shall be null and void.
18. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the date of the Amendment Regulatory Approval, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.
19. This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: 
Name: Pierre Despars
Title: President and Chief Executive Officer

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: *Thorn Dickinson*
Name: Thorn Dickinson
Title: President & CEO

By: *Robert Fitzgerald*
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and

- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee

substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;’
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;

- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

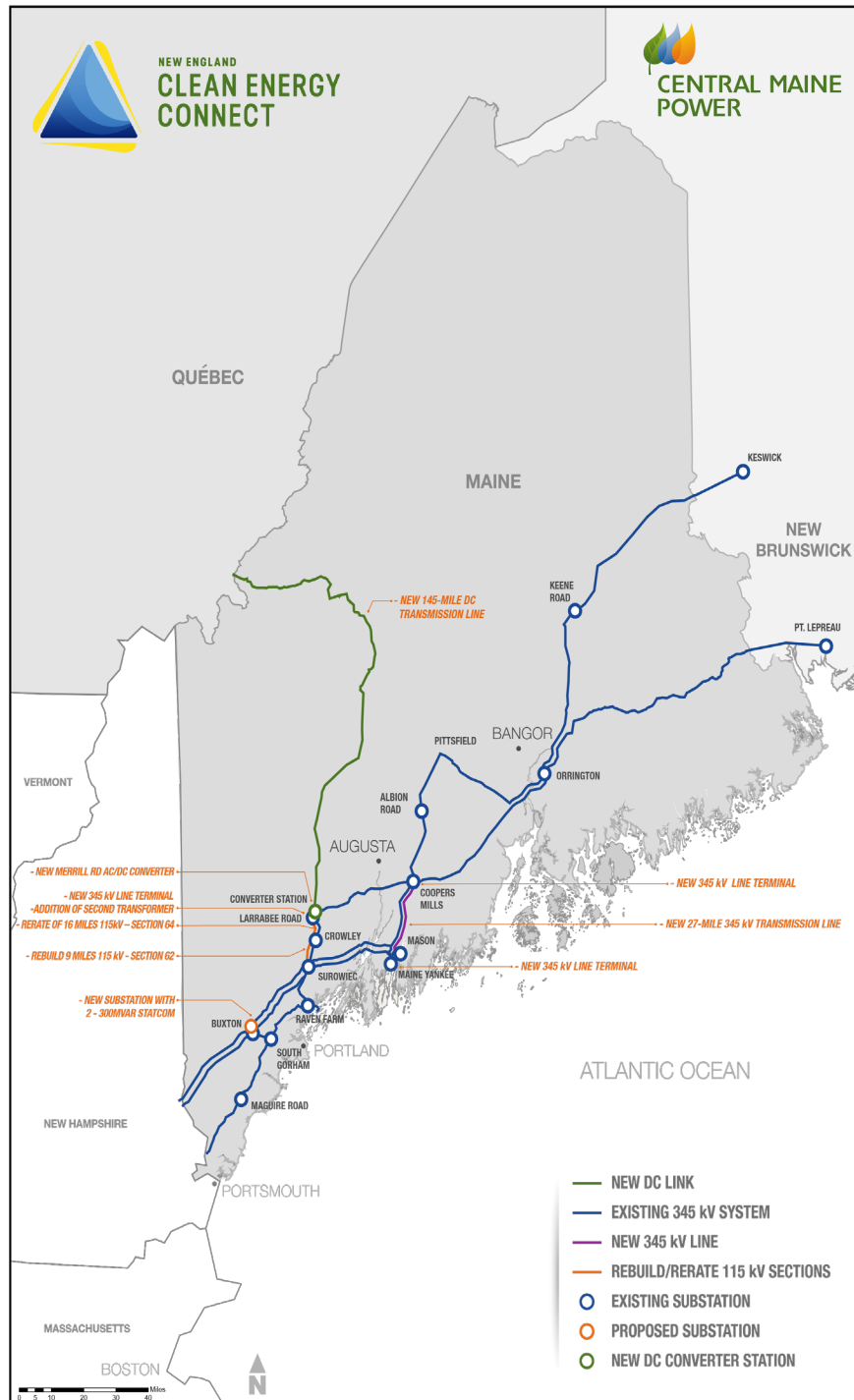


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from HQUS dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay

THIRD AMENDMENT TO ADDITIONAL TRANSMISSION SERVICE AGREEMENT

THIS THIRD AMENDMENT to the Additional Transmission Service Agreement executed as of the 23rd day of August, 2021 (the “Third Amendment”) by and between H.Q. Energy Services (U.S.) Inc. (“HQUS”) and NECEC Transmission LLC (“Owner”). HQUS and Owner are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Owner’s predecessor in interest, Central Maine Power Company (“CMP”) and HQUS executed that certain Additional Transmission Service Agreement, dated as of June 13, 2018 (as modified by a First Amendment to Additional Transmission Service Agreement, dated as of December 21, 2018, and a Second Amendment to Additional Transmission Service Agreement and Consent to Assignment, dated as of June 25, 2020, the “Agreement”).
- B. On January 4, 2021, CMP assigned to Owner, and Owner accepted such assignment, of all of CMP’s rights and obligations under the Agreement pursuant to that certain Assignment and Assumption Agreement between CMP and Owner dated January 4, 2021.
- C. Owner and HQUS desire to further amend the Agreement as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties do hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. The seventh, eighth and ninth recitals of the Agreement are hereby deleted in their entirety and replaced with the following:

“WHEREAS, Owner intends to develop, construct, own and maintain a 1,200 MW +/-320 kV HVDC transmission line extending from the U.S. Border at Beattie Township, Maine to a new direct current to alternating current (“AC”) converter station to be located at Merrill Road in the City of Lewiston in the State of Maine (the transmission line and converter station, as more fully described in Attachment A, the “HVDC Line”);

WHEREAS, in order to interconnect the HVDC Line with the bulk power systems in New England, Owner intends to develop, construct, own and maintain a 345 kV AC transmission line, connecting the Merrill Road substation with the existing Larrabee Road substation in the City of Lewiston in the State of Maine (as more fully described in Attachment A, the “AC Line”; and, together with the HVDC Line, the “NECEC Transmission Line” as more fully described in Attachment A);

WHEREAS, ISO-NE (as defined below) has determined that certain AC Upgrades (as defined below) and certain CCIS Capacity Upgrades (as defined below) are needed in order to permit the interconnection of the HVDC Line and the AC Line with the New England Transmission System (as defined below) in a safe and reliable manner and to permit the consummation of the transactions contemplated by this Agreement, the Purchaser TSAs

(as defined below), the RFP Sponsor TSAs (as defined below), or the PPAs, in accordance with Section I.3.9 and the Capacity Capability Interconnection Standard of the ISO-NE Tariff (as defined below);

WHEREAS, Owner intends to cause the AC Upgrades and CCIS Capacity Upgrades as more fully described in Attachment A to be constructed, operated and maintained by certain transmission owners or other third parties (which may include Affiliates of Owner) at Owner's sole expense;"

3. Article 1 "Definitions" shall be modified as follows:

- (i) by restating the definition of "AC Upgrade Owners":

""AC Upgrade Owners" means, collectively, any Person responsible for constructing one or more AC Upgrades pursuant to an interconnection agreement or a facilities agreement."

- (ii) by restating the definition of "AC Upgrades":

""AC Upgrades" means any additions, upgrades, reinforcements or other modifications to the New England Transmission System that ISO-NE determines, pursuant to Section I.3.9 of the ISO-NE Tariff, to be required, at a minimum, to interconnect the NECEC Transmission Line at the Delivery Point with the New England Transmission System, all as set forth in Attachment A."

- (iii) by restating the definition of "CCIS Capacity Upgrade":

""CCIS Capacity Upgrade" means any upgrade determined by ISO-NE as necessary in order for the NECEC Transmission Line Capacity to satisfy the Capacity Capability Interconnection Standard under the ISO-NE Tariff, all as set forth in Attachment A."

- (iv) by restating the first sentence of the definition of "Interconnection Agreements":

""Interconnection Agreements" means, collectively, (a) an Interconnection Operators Agreement by and between TransÉnergie and ISO-NE, (b) an Asset Owners Agreement by and between Owner and TransÉnergie, and (c) an agreement by and among Owner, Central Maine Power Company and ISO-NE that sets forth such parties' respective rights and obligations following the interconnection at the Delivery Point of the NECEC Transmission Line with certain transmission facilities operated by ISO-NE."

- (v) by adding the following definition of "Municipal AC Upgrades Approvals":

""Municipal AC Upgrades Approvals" means the Governmental Approvals by a municipality that an AC Upgrade Owner reasonably determines are necessary to construct, own, and operate an AC Upgrade."

4. Section 3.3.1(a)(iv) of the Agreement is modified by substituting "September 1, 2023" for the reference to "September 1, 2022".

5. Section 3.3.3(a) of the Agreement is hereby amended to read in its entirety as follows:

“(a) Unless otherwise agreed in writing by the Parties, this Agreement shall terminate immediately without further action of the Parties in the event any of the Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals identified in paragraphs 7 and 9 of Attachment C) has not been obtained by the Approval Deadline, any of the Canadian Approvals has not been obtained by the Canadian Approval Deadline, or any of the Municipal Owner Approvals has not been obtained by the Municipal Owner Approval Deadline (each of the foregoing as extended, if applicable, pursuant to Section 4.1(c) or 4.1(e)).”

6. Section 4.1(a)(i) of the Agreement is hereby amended to read in its entirety as follows:

“(i) Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), section C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form by the Approval Deadline;”

7. Section 4.1(a)(iii) of the Agreement is hereby amended to read in its entirety as follows:

“(iii) Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C(1)(b) of Attachment A) in final form by the Municipal Owner Approval Deadline;”

8. The first sentence of Section 4.3 of the Agreement is hereby amended to replace “(i)” with “(k)”.

9. Section 4.3 of the Agreement is hereby amended by the addition of the following:

“(k) Completion of the uprate or replacement of the Seabrook generator circuit breaker as described in the RLC Engineering ETU Interconnection System Impact Study Report for ISO New England (Revision 3, dated 8/13/21).”

10. Clause (ii) of Section 5.1.1(a) of the Agreement is hereby amended to restate clause (C) in its entirety as follows:

“(C) to cause Owner’s Affiliates that are AC Upgrade Owners to obtain any AC Upgrade Approvals (other than Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C, and AC Upgrade Approvals related with the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi) and section C(1)(vii) of Attachment A) for which such Affiliates are responsible by the Approval Deadline and to assist other AC Upgrade Owners in obtaining their respective AC Upgrade Approvals and Municipal AC Upgrades Approvals, and”

11. Section 5.6 of the Agreement is hereby amended by adding the following at the end thereof:

“and (c) to cause AC Upgrade Owners to obtain any Municipal AC Upgrade Approvals by the Municipal Owner Approval Deadline.”

12. Section 21.3(g) of the Agreement is hereby amended to read in its entirety as follows:


“(g) the FERC Authorization, Owner Approvals (other than the Municipal Owner Approvals), the AC Upgrade Approvals, Municipal AC Upgrade Approvals, and any Consents, notifications, waivers, orders and filings related to the matter described in Section 4.3(k) of this Agreement constitute all of the Consents, notifications, waivers, orders and filings that are necessary to commence construction of and operate the NECEC Transmission Line (other than the Municipal Owner Approvals).”

13. Attachment A to the Agreement is hereby deleted in its entirety and replaced with Attachment A appended to this Third Amendment.
14. Attachment B to the Agreement is hereby deleted in its entirety and replaced with Attachment B appended to this Third Amendment.
15. Attachment C to the Agreement is hereby deleted in its entirety and replaced with Attachment C appended to this Third Amendment.
16. The parties clarify that upon the assignment of the Agreement from CMP to Owner, Attachment I to the Agreement is no longer applicable and is hereby deleted in its entirety.
17. This Third Amendment is conditioned upon Owner filing this Third Amendment with FERC no later than August 23, 2021, requesting waiver of any FERC rules to permit an effective date one day after such filing, and FERC granting such waiver and accepting this Third Amendment without material modification or conditions, which approval shall be final and not subject to appeal or rehearing and shall be deemed acceptable to HQUS in its sole discretion (the “Amendment Regulatory Approval”). In the event that the Amendment Regulatory Approval is not received by HQUS by December 22, 2021, this Third Amendment shall be null and void.
18. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. On and after the date of the Amendment Regulatory Approval, this Third Amendment shall constitute a part of the Agreement and every reference in the Agreement to the term “Agreement” shall be deemed to mean the Agreement, as amended by the First Amendment to Transmission Service Agreement, the Second Amendment to Transmission Service Agreement and Consent to Assignment, and this Third Amendment.

This Third Amendment may be signed in one or more counterparts, which, together, shall constitute a single document. Facsimile signatures hereon or on any notice or other instrument delivered under this Third Amendment shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: 
Name: Pierre Despars
Title: President and Chief Executive Officer

NECEC TRANSMISSION LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment on their behalf as of the date first above written.

H.Q. ENERGY SERVICES (U.S.) INC.

By: _____
Name: _____
Title: _____

NECEC TRANSMISSION LLC

By: *Thorn Dickinson*
Name: Thorn Dickinson
Title: President & CEO

By: *Robert Fitzgerald*
Name: Robert P. Fitzgerald
Title: VP – Controller AGR Networks

VP – Treasurer and Controller – Avangrid Service Company

Attachment A

Description of Transmission Projects

A. Overall Description

The Québec Line and the NECEC Transmission Line consist of the following:

- (1) New 208 mile (145.0 miles in Maine) +/- 320 kV HVDC transmission line that will run between the existing Appalaches Substation in Thetford Mines, Québec and a new HVDC converter station approximately 1.2 miles from the existing Larrabee Road Substation in Lewiston, Maine;
- (2) New HVDC converter stations at both ends of the transmission line;

The Québec Line and the NECEC Transmission Line also require:

- (1) Certain upgrades to the existing high voltage AC New England transmission system necessary to permit the interconnection and transmission of Hydro Generation to the New England Control Area (as defined in the ISO-NE Tariff) at the existing Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff (collectively the “Network Upgrades” as defined below); and
- (2) System upgrades to the existing Québec transmission system as determined by the Hydro-Québec TransÉnergie System Impact Study (OASIS #203T), as it may be updated.

Owner is the developer of the portion of the NECEC Transmission Line from the Québec-Maine border to the Lewiston area. The NECEC Transmission Line and the Québec Line are expected to connect at the Québec-Maine border in the northwest corner of Maine in Beattie Township.

The Québec Line will be constructed by TransÉnergie, a division of Hydro-Québec and an Affiliate of HQUS.

Owner will construct, own, operate and maintain the NECEC Transmission Line as defined below. The Network Upgrades of the NECEC Transmission Line as defined below will be constructed, operated and maintained by the entities identified below at Owner’s sole expense.

B. NECEC Transmission Line

The NECEC Transmission Line consists of the following transmission facilities:

(1) Transmission Line Equipment:

- a. New 145.0 mile +/-320 kV symmetrical, monopole VSC-HVDC transmission line from the Quebec-Maine border to a new converter substation located on Merrill Road in Lewiston, including a new 1.0 mile +/-320 kV HVDC underground cable installed by a horizontal directional drill under the Kennebec River (Section 432) (collectively with the Merrill Road converter station, the “HVDC Line”); and

- b. New 1.2 mile 345 kV AC transmission line from the new Merrill Road converter substation to the existing Larrabee Road substation (Section 3007) (the “AC Line”).

(2) Substation Equipment:

- a. New 345 kV AC to +/-320 kV HVDC 1200 MW Merrill Road converter substation (part of the HVDC Line); and
- b. New +/-320kV HVDC Overhead to Underground Termination Station in Moxie Gore; and
- c. New +/-320kV HVDC Overhead to Underground Termination Station in West Forks Plantation.

C. Network Upgrades

The Network Upgrades that must be constructed in order to permit the interconnection of the HVDC Line and the AC Line at the Larrabee Road substation under the requirements of Section I.3.9 and the CCIS of the ISO-NE Tariff consist of the following AC Upgrades and CCIS Capacity Upgrades:

(1) AC Upgrades (Section I.3.9 Related)

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following AC Upgrades:
 - (i) Install a second 345/115/13.8 kV transformer at the 345 kV Larrabee Road substation with the same Normal, LTE, STE summer thermal ratings, and impedances as the existing 345/115/13.8 kV transformer;
 - (ii) Install three 345 kV breakers at the 345 kV Larrabee Road substation for termination of the new 345 kV line Section 3007 and the new 345/115 kV transformer;
 - (iii) Install one 115 kV breaker at the 115 kV Larrabee Road substation to re-terminate existing 115kV Section 64. The new 345/115/13.8 kV transformer will terminate in the existing Section 64 position;
 - (iv) Add 345 kV AC transmission line terminal at the existing Larrabee Road substation;
 - (v) Install one Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (vi) Construct one 0.2 mile 345kV AC Transmission Line (Section 3011) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (vii) Re-terminate 345kV Section 3038 (Buxton to Surowiec) to the adjacent position at the existing Buxton Substation and add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3011);
 - (viii) Construct 26.5 miles of one new 345 kV transmission line denoted Section 3027 between the Coopers Mills substation in Windsor, ME and the Maine Yankee

substation in Wiscasset, ME, with the existing 345 kV Section 392 repositioned and a new conductor installed on adjacent existing lattice steel structures in order to make way for the new Section 3027 line interconnection into the existing Maine Yankee substation and the new Section 3027 line utilizing the existing lattice steel structures and conductor (prior Section 392 position) for approximately three miles at the interconnection into the existing Maine Yankee substation;

- (ix) Install one 345 kV breaker at the Coopers Mills substation, re-terminate Section 392 and Section 3025, and terminate the new Section 3027 line;
 - (x) Install three 345 kV breakers to expand the Maine Yankee substation to a nine breaker, breaker-and-a-half configuration, terminating the proposed new Section 3027 line to Coopers Mills substation and re-terminating Section 377 and Section 392;
 - (xi) Re-guy structures on Section 60 related to the installation of Section 3027;
 - (xii) Re-guy structures on Section 68 related to the installation of Section 3027;
 - (xiii) Perform Section 377 associated structure relocation work for the installation of Section 3027;
 - (xiv) Rebuild 0.8 miles of Section 88 to make room for Section 3027;
 - (xv) Perform Section 392 associated structure and new conductor work to allow installation of Section 3027 on Maine Yankee DCT and into Coopers Mills Substation;
 - (xvi) Perform Section 3025 associated structure work to make room for Section 3027 into Coopers Mills Substation;
 - (xvii) Relocating 0.9 miles of Section 72 to make room for Section 3007;
 - (xviii) Replace Section 61 structure for rebuild of Section 72;
 - (xix) Relocating/raising Section 200 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xx) Relocating/raising Section 251 structures to make room for Section 432 and Section 3007 and to accommodate Merrill Road site development;
 - (xxi) Reconfigure Section 268 structures to make room for Section 3007.
- b. Public Service Company of New Hampshire (d/b/a Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible to upgrade both segments of 115 kV B112 Line (Beebe River – F190 Tap – White Lake) to increase the summer LTE rating to at least 147 MVA.

(2) CCIS Capacity Upgrades

- a. Central Maine Power Company, as the Interconnecting Transmission Owner as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Increase the thermal capacity of 115 kV Section 62 (Crowleys – Surowiec) to provide a summer LTE rating of at least 307 MVA and associated line termination work at the Crowleys and Surowiec Substations; and
 - (ii) Increase the thermal capacity of 115 kV Section 64 (Larrabee Road – Surowiec) to provide a summer LTE rating of at least 263 MVA;’
 - (iii) Install an additional Dynamic Reactive Device (i.e., STATCOM), with -300 / +300 MVAR of leading / lagging capability adjacent to the Buxton 345 kV substation;
 - (iv) Construct an additional (two in total) 0.2 mile 345kV AC Transmission Lines (Section 3012) from Buxton Substation to Buxton DRD (i.e., STATCOM) Substation;
 - (v) Add 345 kV AC transmission line terminal for 345kV AC Transmission Line (Section 3012) at the existing Buxton Substation in the spare position adjacent to Section 385 and install one 345 kV breaker (IPT) in series with the existing K385-2 breaker;

- b. Public Service Company of New Hampshire (d/b/a/ Eversource Energy), as an Affected Party as defined in the ISO-NE Tariff, is responsible for constructing the following CCIS Capacity Upgrades:
 - (i) Add 345 kV breaker at the Deerfield substation, in series with 785 breaker; and
 - (ii) Add 345 kV breaker at the Scobie substation, in series with 9126 breaker.

The NECEC Transmission Line components, AC Upgrades and CCIS Capacity Upgrades located in Maine are depicted geographically in relationship to the existing transmission system in Figure 1 below.

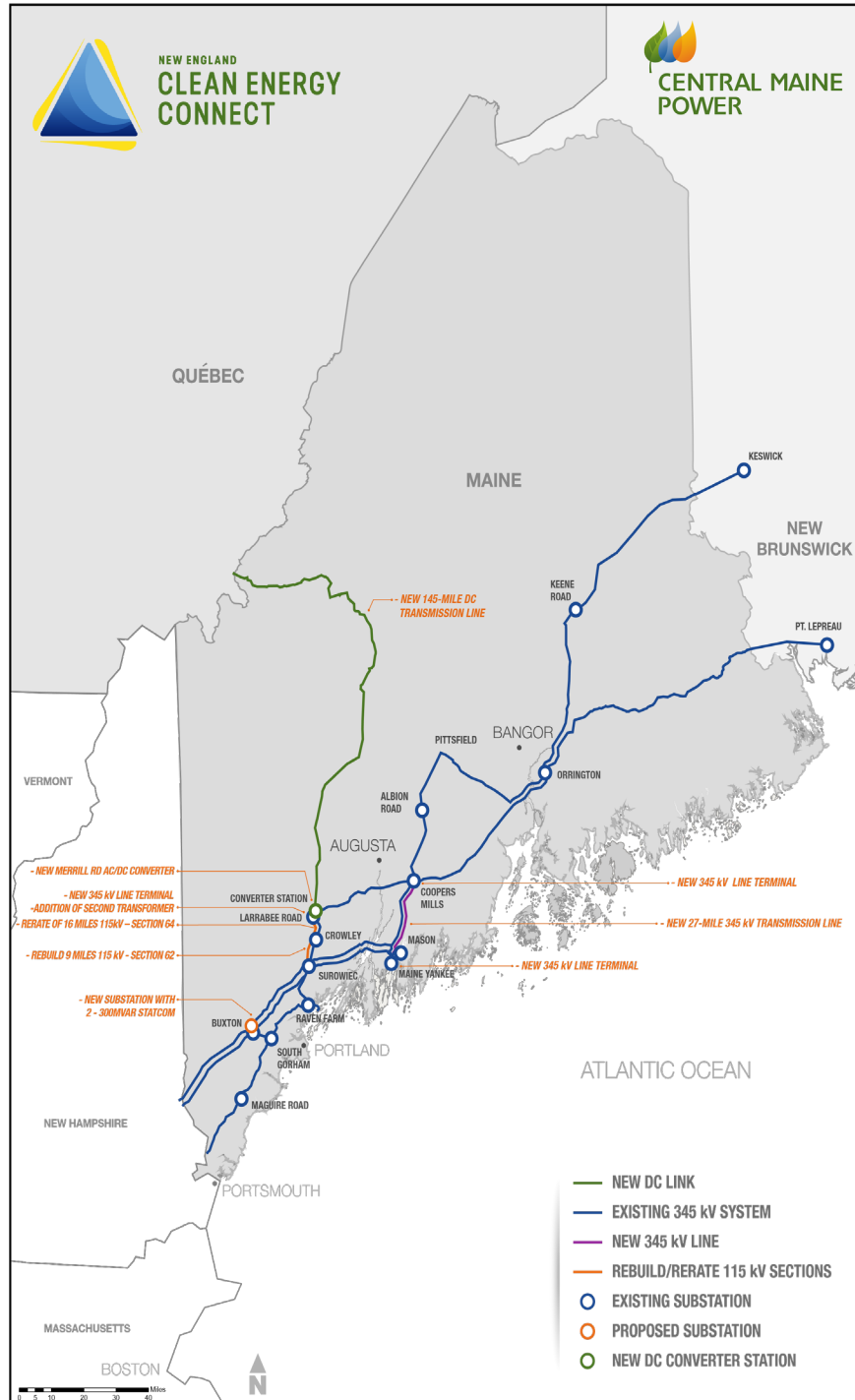


Figure 1 – Map Depicting the Components of the NECEC Transmission Line, AC Upgrades and CCIS Capacity Upgrades in Maine

The Québec Line consists of the following transmission facilities:

(1) Core Project Elements:

a. Transmission Line Equipment:

- i. New 63 mile +/-320 kV HVDC transmission line from the Appalaches substation located in Thetford Mines to the U.S. border

b. Substation Equipment:

- i. New +/-320 kV, 1200 MW HVDC converter connected to the 735 kV AC bus of the Appalaches substation and associated 735 kV bus work

(2) Network Upgrades:

a. Transmission Line Equipment:

- i. Thermal upgrade of existing 735 kV lines 7005 and 7035 (68 miles from Lévis substation to Nicolet substation)

Attachment B
Critical Milestones

Item	Critical Milestone*	Due Date**
1.	Closing of Any Required Financing	November 15, 2020
2.	Receipt of all Owner Approvals (other than the Municipal Owner Approvals and the Owner Approvals that are identified in paragraphs 7 and 9 of Attachment C) and AC Upgrade Approvals (other than the Municipal AC Upgrade Approvals, AC Upgrade Approvals consistent with the Governmental Approvals listed in paragraphs 7 and 9 of Attachment C and AC Upgrade Approvals related to the AC Upgrades identified in section C(1)(a)(v), section C(1)(a)(vi), C(1)(a)(vii) and section C(1)(b) of Attachment A) in final form	August 24, 2021
3.	Receipt of all Canadian Approvals	November 20, 2022
4.	Receipt of the Municipal Owner Approvals and the Municipal AC Upgrades Approvals (other than the Municipal AC Upgrade Approvals related to the AC Upgrade identified in section C (1) (b) of Attachment A) in final form	December 10, 2023
5.	Execution of Contract with the Manufacturer of the Converter Station at the Southern End of the HVDC Line and associated minimum 5% contract value payment	July 30, 2019
6.	Execution of Contract for the Engineering, Procurement, or Construction of the Converter Station on the Québec Line	July 30, 2019
7.	Commercial Operation Date	August 23, 2024

* As defined in Section 4.1(a)

** Reflects extensions pursuant to Section 4.1(e) due to Regulatory Approval Delay, as stated in letter from HQUS dated October 6, 2020.

Attachment C

Owner Approvals

Set forth below are the Governmental Approvals and Third Party Consents, in each case, required to commence construction of and operate the NECEC Transmission Line:

1. ISO-NE: Approval pursuant to Section I.3.9 of the ISO-NE Tariff to interconnect and operate the NECEC Transmission Line at no fewer than 1,040 MW
2. Maine Public Utilities Commission (MPUC): Certificate of Public Convenience and Necessity (CPCN)
3. U.S. Department of Energy (DOE): Presidential Permit
4. Maine Department of Environmental Protection (MDEP):
 - a. Site Location of Development Act (SLODA) Permit
 - b. Stormwater Management Permit
 - c. Natural Resources Protection Act (NRPA) Permit
 - d. Clean Water Act (CWA) Section 401 Water Quality Certification
 - e. Maine Construction General Permit

The SLODA Permit, Stormwater Management Permit, NRPA Permit, and CWA Section 401 Water Quality Certification may be combined into one permit.

5. Maine Land Use Planning Commission (LUPC): Certificate of Compliance
6. Maine Department of Agriculture, Conservation and Forestry:
 - a. Public Reserved Land Lease
7. Maine Department of Transportation (DOT):
 - a. Utility Location/Road Opening Permits
 - b. Driveway/Entrance Permits
8. U.S. Army Corps of Engineers:
 - a. CWA Section 404 - Individual Permit
 - b. Section 10 Rivers & Harbors Act of 1899
9. Federal Aviation Administration Infrastructure in Vicinity of Airports: Determination of No Hazard to Air Navigation
10. Municipal Owner Approvals:
 - a. The Municipal Owner Approvals consist of the following types of permits:
 - i. Shoreland zoning permits
 - ii. Building permits
 - iii. Flood hazard development permits
 - iv. Conditional use / rezoning approvals

- v. Site plan / subdivision approvals
- vi. Driveway / entrance permits
- vii. Street opening, blasting and demolition permits
- viii. Utility location permits

Owner shall obtain the Municipal Owner Approvals listed above that are necessary (if any) in the following municipalities for the NECEC Transmission Line, subject to any necessary exemptions issued by the MPUC relating to any Municipal Owner Approvals that are denied in any such municipalities or relating to any conditions contained in any Municipal Owner Approvals that are unacceptable to Owner:

- i. Lewiston
- ii. Livermore Falls
- iii. Leeds
- iv. Moscow
- v. Caratunk
- vi. Chesterville
- vii. New Sharon
- viii. Embden
- ix. Starks
- x. Farmington
- xi. Greene
- xii. Industry
- xiii. Anson
- xiv. Wilton
- xv. Jay