MEMORANDUM OF UNDERSTANDING

Between

VINEYARD WIND 1, LLC

and the

Towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Vineyard Haven, and West Tisbury, Massachusetts

This Memorandum of Understanding ("MOU") entered into on this __ day of _____, 2026 by and between **Vineyard Wind 1, LLC**, a Delaware limited liability company with its principal office located at 125 High Street, Floor 6, Boston, MA 02110 ("Vineyard Wind 1") and the **Towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury, and West Tisbury, Massachusetts**, municipal corporations of the Commonwealth of Massachusetts, (collectively, the "Towns").

PURPOSE

The purpose of this MOU is to document agreements between the Parties on methods and means by which the Parties engage with one another regarding Vineyard Wind 1's offshore wind project ("the Project"). The Parties share an interest in regular and transparent communication to further public understanding of the Project.

ROLES AND RESPONSIBILITIES

I. Coordination

a. The Towns will appoint a single project liaison (the Towns' "Project Liaison") as the primary point of contact to maintain regular communication with Vineyard Wind 1's appointed liaison (the "Vineyard Wind 1 Liaison"). The Vineyard Wind 1 Liaison will have access to Project decisionmakers and to technical and operations information.

b. The Towns' Project Liaison and Vineyard Wind 1Liaison may submit written questions to one another to which the Towns' Project Liaison and Vineyard Wind 1 Liaison will make a good faith effort to respond to within a reasonable time. If extended time is necessary to conduct technical research to answer a question, the responding Liaison shall acknowledge receipt of the question and identify an expected date for a full response.

c. Vineyard Wind 1 will provide its monthly reports submitted to the Towns to the Towns' Project Liaison. The Towns will provide Vineyard Wind 1 with any information relevant to the Project when such information arises.

d. In the event that a Town intends to publicly communicate or disseminate information about the Project, the Town will provide Vineyard Wind 1 up to 4 business days to review the intended communication to identify and correct errors in the Town's intended public communications. If the parties disagree as to whether the information

is an error in fact, the Town will identify the disagreement in the public communication. This protocol shall not prevent a Town from timely communicating what it deems to be essential safety information to the community.

II. Emergency Planning

a. Vineyard Wind 1 will provide the Towns' Project Liaison with a summary of the Debris/Infrastructure Failure Incident Response Plan ("DRP" or "Plan"), which is a living document subject to updating as new insights and strategies are developed, and summaries of any subsequently updated versions.

b. The Towns may designate a single representative to observe the annual tabletop emergency planning exercise conducted in coordination with the U.S. Coast Guard and the Bureau of Safety and Environmental Enforcement.

III. Emergency Response

In the event of any incident that triggers an emergency response—defined as an incident that results in the release of debris and/or materials from project facilities offshore for which an organized response is necessary to minimize impacts to the environment, safety, and surrounding areas—the Parties agree that:

a. The Towns will provide Vineyard Wind with the contact information of individuals to receive notification of an incident, updating the information as necessary. Vineyard Wind 1 will notify the designated notification group by text message within the first 3 hours of the incident;

b. The Towns may appoint a single representative to act as a dedicated point person to the Incident Management Team and the Communications Coordination Team if established;

c. Vineyard Wind 1 will reimburse any Town that reasonably expends resources to minimize potential impacts during an emergency response within 60 days of the Town's submission of documentation of expenditures;

d. Vineyard Wind 1 will provide the Towns, through the Towns' Project Liaison, within 10 days of submission, all final reports submitted to regulatory agencies related to any such incident. Vineyard Wind 1 will, in its discretion, redact confidential business information as allowed under the Freedom of Information Act. Vineyard Wind 1 will provide the Towns a summary of any critical findings included in such reports within 10 days of such findings being reached, with both Parties marking such findings as "preliminary" unless and until confirmed in final reports to regulatory agencies;

e. The Towns (individually or collectively) will provide Vineyard Wind 1 with information about any identified adverse impacts to aid response activities;

f. If Vineyard Wind 1 requests that a Town provide existing human resources and equipment, if available, to aid in Vineyard Wind 1's response activities, the Town will provide such resources and equipment, with costs to be reimbursed by Vineyard Wind 1; and

g. If Vineyard Wind 1 requests, the Towns will aid in relaying information provided by Vineyard Wind 1 about the emergency response to the community.

IV. Issue Resolution

The Parties agree that if an issue arises related to the performance of either party, the Parties will proceed as follows to seek resolution, through subsequent stages if necessary:

a. The Towns' Project Liaison or the Vineyard Wind Liaison will provide the other 7 days' written notice of a formal meeting to be held with respect to an unresolved issue ("First Meeting Notice"). The First Meeting Notice will include a detailed description of the issue and the points of disagreement to be resolved.

b. If the issue cannot be resolved by the Towns' Project Liaison and the Vineyard Wind Liaison at the First Meeting, the liaisons will jointly prepare a notice requesting that Party principals meet within 10 business days ("Second Meeting Notice"). The Second Meeting Notice will include a detailed description of the issue and points of disagreement to be resolved. The Project will be represented by C-level personnel, and the Towns will be represented by Town officials, each party's representatives having full authority to resolve all remaining points of disagreement.

V. Amendments

This MOU may be amended with written consent of both Parties.

VI. Attorneys' Fees

Each party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation and preparation of this MOU.

VII. Term

This MOU shall remain effective throughout the construction, operation, and decommissioning of the Project.

VIII. Miscellaneous

This MOU is intended to constitute the expression and mutual understanding of the Parties' willingness to coordinate with one another with respect to the Project and as such does not create legally binding or enforceable rights or obligations in and of itself. Notwithstanding the foregoing, should Vineyard Wind 1 fail to reimburse a Town in accordance with Section III(c) herein, a Town may enforce the terms of Section III(c) and otherwise exercise any rights available to it under Massachusetts law.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first set forth above.

VINEYARD WIND 1 LLC

_____
Name: Kenneth Kimmell
Title: CEO
E-mail: kkimmell@vineyardwind.com

TOWN OF AQUINNAH

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E-mail:

TOWN OF CHILMARK

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TOWN OF EDGARTOWN

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