

First Amendment to Harbor Development Agreement

This First Amendment to Harbor Development Agreement ("First Amendment") is made as of the 11th day of March, by and among the CONNECTICUT PORT AUTHORITY (the "Authority"), a quasi-public body corporate and politic and a political subdivision of the State of Connecticut (the "State"), GATEWAY NEW LONDON LLC ("Gateway"), a Delaware limited liability company, and NORTHEAST OFFSHORE LLC, a Delaware limited liability company ("NEO") (each a "Party" and, collectively, the "Parties")

RECITALS

- (A) The Parties executed and delivered that certain Harbor Development Agreement dated as of February 11, 2020 by and among the Parties (the "HDA");
- (B) The last sentence of Section 2.1 of the HDA specifies "on or before March 11, 2020" as the deadline by which the HDA terminates.

For good and valuable consideration received, the Parties hereby mutually agree as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the HDA.
2. A pending amendment to the Design Agreement, to adjust certain work scope and deliverable timetables and such other revisions as the parties to such Design Agreement and the Authority agree upon ("M&N Amendment"), is under discussion but not yet completed.
3. In order to allow opportunity for successful negotiation of the M&N Amendment, the last sentence of Section 2.1 of the HDA is deleted and the following is substituted therein to read as follows:

"In the event that the Effective Date has not occurred on or before March 12, 2020, then the Effective Date shall be deemed not to have occurred and this Agreement shall automatically terminate and be of no further force or effect."

4. The Parties understand and agree that certain Wind Down Costs, as such term is defined in the HDA, shall be paid to Gateway by NEO pursuant to the provisions of Sections 9.2.2 and 9.2.6 of the HDA and that certain side letter dated February 11, 2020 by and among the Parties ("February 11 Side Letter") and that any amounts so paid directly by NEO shall be reimbursable under the HDA to NEO as an advance funding of Project Costs.


5. Schedule 2 of the HDA is hereby amended such that the Deadline for each of Item Numbers 1, 2 and 3 of Schedule 2 shall be revised by deleting the language for each Deadline therein and replacing it with the following:

"Within 40 days after execution of the HDA"

6. All other terms of the HDA remain unmodified.
7. This First Amendment may be executed in multiple counterparts, and/or PDF form, with confirmed email delivery as proof of timely execution and delivery.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Gateway New London LLC

By: 
Name: Matthew Satnick
Title: Authorized Representative

Connecticut Port Authority

By: _____
Name: David Kooris
Title: Chairperson

North East Offshore LLC

By: _____
Authorized Person

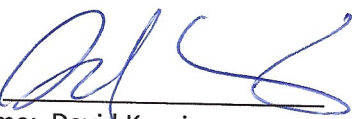
By: _____
Authorized Person

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Gateway New London LLC

By: _____
Name:
Title:

Connecticut Port Authority

By: 
Name: David Kooris
Title: Chairperson

North East Offshore LLC

By: _____
Authorized Person

By: _____
Authorized Person

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Gateway New London LLC

By: _____

Name:

Title:

Connecticut Port Authority

By: _____

Name: David Kooris

Title: Chairperson

North East Offshore LLC

By: MIKE AUSERE

Authorized Person

By: Clay B. Moly

Authorized Person