

Attachment C

**FIRST AMENDMENT
TO
ENGINEERING & PROCUREMENT AGREEMENT**

Dated as of August 12, 2019
(“First Amendment Effective Date”)

Reference is made to that certain Engineering & Procurement Agreement made and entered into as of June 25, 2019 by and between **INVENERGY WIND DEVELOPMENT LLC**, as Developer, and **NIAGARA MOHAWK POWER CORPORATION**, as Company (the “Agreement”). Unless otherwise defined herein, all capitalized terms used in this First Amendment to Engineering & Procurement Agreement (“First Amendment”) shall have the meanings set forth in the Agreement.

WHEREAS, the Parties have determined to revise Exhibit A to the Agreement to reflect a mutually agreed modification to the scope of Company Work relating to the Developer’s proposed interconnection of its 105.8 MW Number 3 Wind Project to the Company’s 115 kV Taylorville-Boonville Lines 5 and 6;

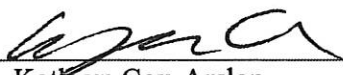
NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agrees as follows:

1. Exhibit A to the Agreement is hereby deleted and is replaced in its entirety by the revised Exhibit A attached to this First Amendment.
2. The Parties agree that the Agreement shall be and remain in full force and effect in accordance with its terms as amended hereby, is ratified and confirmed, and shall continue to govern the rights and obligations of the Parties. This First Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.
3. This First Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification or waiver is sought to be enforced.
4. This First Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this First Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

[Signatures are on following page.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the First Amendment Effective Date.

NIAGARA MOHAWK POWER CORPORATION

By: 
Name: Kathryn Cox-Arslan
Title: Director, Transmission Commercial Services

INVENERGY WIND DEVELOPMENT LLC

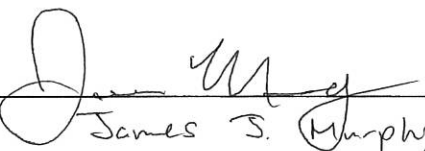
By: 
Name: James S. Murphy
Title: VP



Exhibit A: Scope of Company Work

The Company Work shall consist of the following:

1. Subject to Sections 5.3 of this Agreement, perform the following engineering and design in connection with the Interconnection Project consistent with the Facilities Study Report:

- A. Project management and engineering services for the review of submitted Developer documents for the Stand Alone System Upgrade Facilities ("SASUF") in connection with the Interconnection Project.

- B. Project management and engineering services for the review of submitted Developer design documents for the Developer Attachment Facilities ("DAF") in connection with the Interconnection Project.

- C. Project management and engineering services for the review of submitted Developer design documents for Connecting Transmission Owner Attachment Facilities ("CTO AF") in connection with the Interconnection Project.

- D. Initiate engineering design for the Company's System Upgrade Facilities ("SUF") in connection with the Interconnection Project.

The terms "Stand Alone System Upgrade Facilities", "Developer Attachment Facilities", "Connecting Transmission Owner Attachment Facilities" and "System Upgrade Facilities", as referred to above, shall have the meaning specified for each such term in the NYISO Open Access Transmission Tariff.

2. Perform the following procurement activities in connection with the Interconnection Project consistent with the Facilities Study Report:

- A. Develop technical documents to solicit bid proposals for the procurement of the transmission line structures and revenue metering equipment.

- B. Issuance of the Request for Proposals ("RFP"), soliciting bid proposals, clarifying queries from bidders, and receiving bid proposals ("Bid(s)").

- C. Bid evaluation and recommendation, which includes scoring of Bids based on technical, quality, price and identification of proposed vendors.

- D. Award to selected vendor and placement of order for the transmission line structures and revenue metering equipment.

- E. Coordination and involvement of project team members and stakeholders for the above listed tasks and to secure required internal approvals (including,

without limitation, the creation of sanction papers and presentation thereof to internal committees/bodies for approval).

NOTE: The above procurement activities are focused on the transmission line structures and revenue metering equipment and do not include all procurement that may be required for the Interconnection Project.

3. Prepare, file for, and use reasonable efforts to obtain any Required Approvals that must be obtained by Company to enable it to perform the work contemplated by this Exhibit.
4. Review, from time to time, Company's work contemplated herein and conduct other project management, administration and oversight activities in connection with the work contemplated by this Exhibit.
5. Review, from time to time, permitting, licensing, real property, and other materials relating to the work contemplated herein, including, without limitations, all documents and materials related to any Required Approvals.
6. Retain and use outside experts, counsel, consultants, and contractors in furtherance of the work contemplated herein.
7. Perform any other reasonable tasks necessary or advisable in connection with the work contemplated by this Exhibit (including, without limitation, any changes thereto).

For the avoidance of doubt: Company shall not commence performance of any work contemplated by this Exhibit until the Facilities Study Report Revision Issuance Date.

The work contemplated by this Exhibit and this Agreement does not include any permitting activities or any construction, relocations, alterations, modifications, or upgrades with respect to any Company, Developer or third party facilities or the Interconnection Project ("Implementation Work"), nor does Company make any commitment to undertake such Implementation Work. If the Parties elect, in their respective sole discretion, to proceed with any Implementation Work: (i) such Implementation Work would be performed pursuant to a separate, detailed, written, and mutually acceptable Large Generator Interconnection Agreement to be entered into by the Parties and the NYISO, in accordance with the applicable provisions of the NYISO Open Access Transmission Tariff prior to the commencement of any such Implementation Work, and (ii) payment of all actual costs incurred by Company or its Affiliates in connection with or related to such Implementation Work shall be the responsibility of Developer and Developer shall reimburse Company for all such costs.

The Company Work may be performed in any order as determined by the Company. For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Company Work, the Project, the Interconnection Project or this Agreement including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement nor the Company Work include granting, securing or arranging for Developer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company; any such access rights would be the subject of separate written agreements.

