

MAY 04 2023

Office of Renewable
Energy Programs

May 3 2023

BOEM Qualification Number: 15023

Bureau of Ocean Energy Management
Office of Renewable Energy Programs
45600 Woodland Road,
Mail Stop VAM-OREP,
Sterling, VA 20166
Attention: Karen Baker, Chief

Re: Non-Required Files for the following OCS Number: OCS-A 0490

Dear Ms. Baker:

Enclosed please find the following document that we ask you to file, submitted to you for filing purposes only, in the Non-Required Files pertaining to *the following lease number*: OCS-A 0490.

1) Delaware law governed MODIFICATION AGREEMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated April 21, 2023 by US Wind Inc. for the benefit of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Mortgagee. Please file in Category 1 - Mortgage, Deed of Trust, Security Agreement;

In respect of the aforementioned lease, please note that the Bureau of Ocean Energy Management (BOEM) and US Wind Inc. entered into a (i) Commercial Lease of Submerged Lands for Development of the Outer Continental Shelf, dated as of December 1, 2014, OCS-A 489 (Lease 489) and (ii) Commercial Lease of Submerged Lands for Development of the Outer Continental Shelf, dated as of December 1, 2014, OCS-A 0490 (Lease 490), together with that certain Amendment of Renewable Energy Lease, dated as of January 26, 2018, which effectively merged the Lease 490 and the Lease 489, with the Lease 490 being the surviving lease.

In order that third persons will be put on notice as to the execution and efficacy of the enclosed document, please file the document, together with a copy of this letter in the Non-Required files maintained for the Lease, for the OCS numbers listed above, under the category designated above.

I have included a copy of the document and this cover letter to be file-stamped, as well as extra copies of the letter for each of the files.

If you should have any questions regarding this request, please contact me at 410-727-4020 or s.vitale@uswindinc.com. Thank you for your assistance in this matter.

Very truly yours,

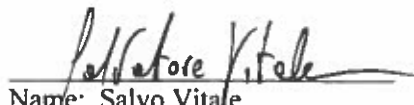
RECEIVED, ACKNOWLEDGED, AND FILED

By: *Gina Best*

Date: May 16, 2023

Office of Renewable Energy Programs

Enclosures: Executed and Filed copy of Mortgage Modification dated April 21, 2023


Name: Salvo Vitale
Title: Country Manager, US Wind, Inc.

Execution Version

Tax Parcel No: NOT ASSIGNED
Prepared By/Return To:
Allen & Overy
1221 Avenue of the Americas
New York, New York 10020
Attention: Lawrence Rouslin, Esq.

**MODIFICATION AGREEMENT TO LEASEHOLD
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

made by

US WIND INC., as Mortgagor

for the benefit of

WILMINGTON TRUST, NATIONAL ASSOCIATION, as

Mortgagee Dated: April 21, 2023

Maximum Principal Amount Secured: \$517,000,000

THIS MODIFICATION AGREEMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of April 21, 2023, by and between **US WIND INC.**, a Delaware corporation having an address at 400 E. Pratt Street, Suite 1810, Baltimore, MD 21202, as grantor ("Mortgagor"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent for the Secured Parties under the Note Purchase Agreement (as defined herein), as mortgagee (together with its successors and assigns, "Mortgagee").

WHEREAS, the Mortgagor previously executed and delivered to the Mortgagee that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 13, 2020, and recorded on December 7, 2020 with the Recorder of Deeds in and for Sussex County, Delaware in Book 19120, Page 244, encumbering the property described in Exhibit A attached hereto (the "Instrument").

WHEREAS, the Instrument was given to secure an issuance of up to a maximum principal amount of \$165,000,000 of notes (the "Notes") pursuant to a Note Purchase Agreement dated as of August 3, 2020, as amended and restated as of April 21, 2023, with Mortgagor, as the issuer, Renexia S.p.A. and Toto Holding S.p.A., as the guarantor and the Purchasers party thereto (as the same may hereafter be further amended, restated, replaced supplements, renewed, extended or otherwise modified from time to time, the "Note Purchase Agreement").

WHEREAS, the Mortgagor has changed its jurisdiction of incorporation from Massachusetts to Delaware.

WHEREAS, it is a condition to the issuance of the Notes (as defined in the Note Purchase Agreement) under the Note Purchase Agreement, as amended and restated on April 21, 2023, that the Instrument be amended up to a maximum principal amount of \$517,000,000.

NOW, THEREFORE, in consideration of the premises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree as follows:

1. **RECITALS:** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. **DEFINITIONS:** Capitalized terms used in this Agreement shall have the meanings assigned to them in the Instrument.

3. **AMENDMENTS:**

(a) The Instrument is hereby amended by replacing each reference to "\$165,000,000" with "\$517,000,000".

(b) Each reference in the Instrument to the Note Purchase Agreement, and each reference to the Note Purchase Agreement in any and all instruments or documents delivered in connection with the Instrument, shall be deemed to refer to the Note Purchase Agreement as amended and restated on April 21, 2023, as the same may hereafter be further amended, restated, replaced supplemented, renewed, extended or otherwise modified from time to time.

4. MISCELLANEOUS:

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Delaware, without regard to its conflict of laws principles.

(b) Continuing Force and Effect of the Instrument. Except as specifically modified or amended by the terms of this Agreement, all other terms and provisions of the Instrument are incorporated by reference herein, and in all respects, shall continue in full force and effect. The Mortgagor, by its execution and delivery of this Agreement, hereby reaffirms, assumes, and binds itself to all of the obligations, duties, rights, covenants, terms, and conditions that are contained in the Instrument.

(c) References to the Instrument. Each reference in the Instrument to "this Instrument", "hereunder", "hereof", or words of like import, and each reference to the Instrument in any and all instruments or documents delivered in connection therewith, shall be deemed to refer to the Instrument as amended hereby.

(d) Capacity. Notwithstanding any term herein to the contrary, it is hereby expressly agreed and acknowledged that the agreements set forth herein by the Mortgagee are made solely in its capacity as Collateral Agent under the Collateral Agency Agreement pursuant to the provisions of the Collateral Agency Agreement and the direction of the other Secured Parties, and not in its individual capacity. The Mortgagee will not have any duties, obligations, or responsibilities under this Agreement except as expressly set forth herein, and will have the benefit of all exculpatory provisions, presumptions, indemnities, protections, benefits, immunities or reliance rights contained in the Collateral Agency Agreement (including, without limitation, those set forward in Section 2 (The Collateral Agent) therein) in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein. Whenever reference is made in this Agreement to any action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or activity to be undertaken or to be (or not to be) suffered or omitted by the Mortgagee, to any amendment, waiver or other modification of this Agreement to be executed (or not to be executed) by the Mortgagee, or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Mortgagee, it is understood that in all cases the Mortgagee shall be acting, giving, withholding, suffering, omitting, making or otherwise undertaking and exercising the same (or shall not be undertaking and exercising the same) at the direction of the Secured Parties in accordance with the Collateral Agency Agreement.

(e) Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall constitute one completed fully executed document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed and delivered this Instrument under their hand and seal as of the date first written above.

MORTGAGOR:

US WIND INC., a Delaware corporation

By: Salvatore Vitale (SEAL)

Name: Salvatore Vitale

Title: Responsible Officer

Attest

[Seal]

STATE OF MARYLAND)

) ss.:

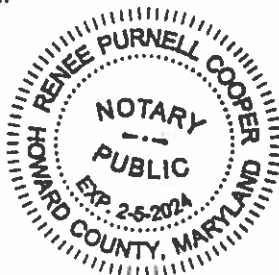
COUNTY OF Howard)

On the 18th day of April, 2023, before me, the undersigned, personally appeared Salvatore Vitale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the individual acted executed the instrument.

Renee Purnell Cooper

Signature and Office of individual

taking acknowledgement



Mortgagor Signature Page (Amendment to the Delaware Mortgage)

MORTGAGEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By:  (SEAL)

Name: Rebecca Ritter

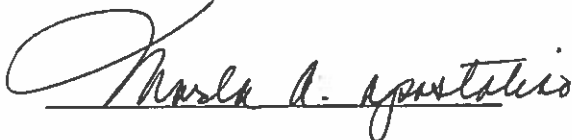
Title: Assistant Vice President

STATE OF DELAWARE)

) ss.:

COUNTY OF NEW CASTLE

On the 18TH day of APRIL 2023, before me, the undersigned, personally appeared Rebecca Ritter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the individual acted executed the instrument.



Signature and Office of individual

taking acknowledgement



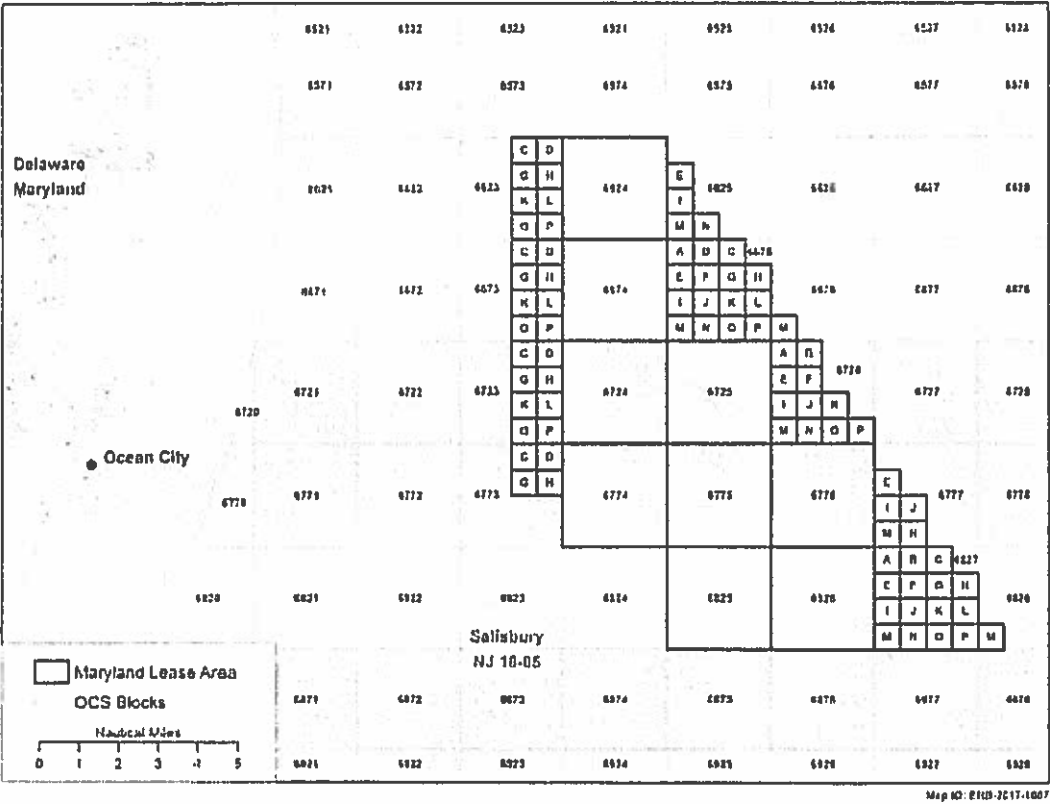
EXHIBIT A

Legal Description

That certain (i) Commercial Lease of Submerged Lands for Development of the Outer Continental Shelf, dated as of December 1, 2014, OCS-A 489 ("Lease 489"), and (ii) Commercial Lease of Submerged Lands for Development of the Outer Continental Shelf, dated as of December 1, 2014, OCS-A 490 ("Lease 490"), together with that certain Amendment of Renewable Energy Lease, dated as of January 26, 2018 (the "Amendment"), which effectively merged the Lease 490 and the Lease 489, with the Lease 490 being the surviving lease (the Lease 489, the Lease 490 and the Amendment, together, as the same may hereafter be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "OCS Lease"), executed by and between the United States Bureau of Ocean Energy Management, as lessor, and US Wind Inc., as lessee, covering the following Blocks or portions of Blocks, lying within Official Protraction Diagram Salisbury NJ18-05, comprising approximately 79,707 acres:

- 1) Block 6623, E1/2
- 2) Block 6624, All of Block
- 3) Block 6625, SW1/4 of NW1/4; NW1/4 of SW1/4; S1/2 of SW1/4
- 4) Block 6673, E1/2
- 5) Block 6674, All of Block
- 6) Block 6675, NW1/4 of NE1/4; S1/2 of NE1/4; W1/2; SE1/4
- 7) Block 6676, SW1/4 of SW1/4
- 8) Block 6723, E1/2
- 9) Block 6724, All of Block
- 10) Block 6725, All of Block
- 11) Block 6726, W1/2; NW1/4 of SE1/4; S1/2 of SE1/4
- 12) Block 6773, NE1/4
- 13) Block 6774, All of Block
- 14) Block 6775, All of Block
- 15) Block 6776, All of Block
- 16) Block 6777, SW1/4 of NW1/4; SW1/4
- 17) Block 6825, All of Block
- 18) Block 6826, All of Block
- 19) Block 6827, NW1/4 of NE1/4; S1/2 of NE1/4; NW1/4; S1/2
- 20) Block 6828, SW1/4 of SW1/4

For the purposes of these calculations, a full Block is 2,304 hectares. The acreage of a hectare is 2.471043930.



Date Stamp
And
Return

May 3 2023

BOEM Qualification Number: 15023

Bureau of Ocean Energy Management
Office of Renewable Energy Programs
45600 Woodland Road,
Mail Stop VAM-OREP,
Sterling, VA 20166
Attention: Karen Baker, Chief

Re: Non-Required Files for the following OCS Number: OCS-A 0490

Dear Ms. Baker:

Enclosed please find the following document that we ask you to file, submitted to you for filing purposes only, in the Non-Required Files pertaining to *the following lease number*: OCS-A 0490.

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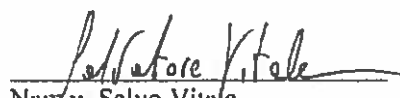
In respect of the aforementioned lease, please note that the Bureau of Ocean Energy Management (BOEM) and US Wind Inc. entered into a (i) Commercial Lease of Submerged Lands for Development of the Outer Continental Shelf, dated as of December 1, 2014, OCS-A 489 (**Lease 489**) and (ii) Commercial Lease of Submerged Lands for Development of the Outer Continental Shelf, dated as of December 1, 2014, OCS-A 0490 (**Lease 490**), together with that certain Amendment of Renewable Energy Lease, dated as of January 26, 2018, which effectively merged the Lease 490 and the Lease 489, with the Lease 490 being the surviving lease.

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If you should have any questions regarding this request, please contact me at 410-727-4020 or s.vitale@uswindinc.com. Thank you for your assistance in this matter.

Very truly yours,


Name: Salvo Vitale
Title: Country Manager, US Wind, Inc.

Enclosures: Executed and Filed copy of Mortgage Modification dated April 21, 2023

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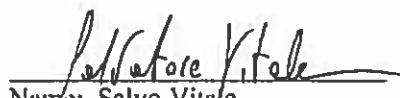
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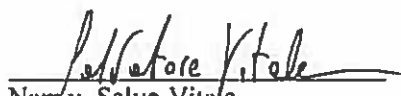
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