

**Amendment No. 1 to the Agreement for Purchase and Sale of Street Lights Among
Niagara Mohawk Power Corporation d/b/a National Grid and the City of Albany,
New York**

This Amendment No. 1 to the Agreement for Purchase and Sale of Street Lights (this “Amendment”) is made this 16th day of April 2019 (the “Effective Date”) by and between **NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID**, a corporation organized and existing under the laws of the State of New York, having an office at 300 Erie Boulevard West, Syracuse, New York 13202 (“National Grid” or the “Company”), and the **CITY OF ALBANY**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 24 Eagle Street, Albany, New York 12207 (the “City” or “Buyer”). National Grid and the City are sometimes hereinafter referred to individually as a “Party” and, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, the Company and the City agree that National Grid will sell the Company-owned street light facilities, including luminaires, lamps, mast arms, the associated wiring, electrical connections and appurtenances (the “Facilities”) located within the City’s jurisdictional boundaries and identified by bill account number 03850-49007 to Buyer for an agreed final price of Nine Million Four Hundred Fifty Thousand Six Hundred Seventy-Four Dollars and Eighty-One Cents (\$9,450,674.81);

WHEREAS, The Parties executed an Agreement for Purchase and Sale of Street Lights (the “PSA”), contingent upon satisfaction of a number of closing conditions, effective August 31, 2018;

WHEREAS, pursuant to Section 70 of the New York State Public Service Law (“PSL”), the New York State Public Service Commission (the “Commission”) must approve the transfer of the Facilities to Buyer, and such petition for approval is currently pending before the Commission in Case 18-E-0707;

WHEREAS, National Grid and the City are desirous of clarifying certain terms of the PSA prior to the Commission issuing an order in Case 18-E-0707;

NOW, THEREFORE, intending to be legally bound, National Grid and the City hereby agree as follows:

1. **Amendment.** Pursuant to Sections 18.9 of the PSA, the Parties agree to amend the PSA as follows:

Seller’s Required Approvals. The definition of Seller’s Required Approvals is amended to remove item (iii) related to the Mortgage Trust Indenture dated as of October 1, 1937. Such approval is no longer

required, because the Mortgage Trust Indenture has been formally discharged.

Conditions and Liability. Section 6.1 of the PSA is amended to include the following clause: “Seller will conduct stray voltage testing of the Street Lights in conformance with the requirements of the Commission’s Electric Safety Standards (established in Case 04-M-0159 and any other applicable requirements). In the event Seller identifies a stray voltage condition, Seller will make the condition safe and immediately notify Buyer of its responsibility to take all steps necessary to safeguard, mitigate, and permanently repair the stray-voltage condition. Buyer shall indemnify, defend, and hold Seller, its affiliates, and their respective, officers, directors, employees, representatives, and contractors, harmless for all injuries, damages, losses, or claims resulting from the failure of Buyer, or any of its agents, employees, or contractors, to exercise reasonable care in permanently repairing such stray-voltage condition. Buyer will report to Seller when it has completed the permanent repairs.”

Separation Work. Section 7.1(a) of the PSA is amended to include the following clause: “If Buyer further requests Geographical Information System (“GIS”) data or maps of the Street Lights, Seller will work in good faith, at Buyer’s sole cost, to reasonably develop and provide such information.”

Operability of the Street Lights. Section 6.5 is renumbered to Section 6.6, and the following is added as a new Section 6.5: “Operability of the Street Lights. Seller has maintained and currently maintains the operability of the Street Lights in a manner consistent with Seller’s Tariff. Until Closing, Seller shall continue its regular program of operating and maintain the Street Lights.”

Exhibit A. The Exhibit A Attachment Agreement to the PSA shall be replaced by “The License Agreement for Customer-Owned Street and Area Lighting Attachments to Utility Poles and Structures Between Niagara Mohawk Power Corporation d/b/a National Grid and the City of Albany, dated April 11, 2019,” which is appended hereto as Attachment 1.

2. **Entire Agreement.** This Amendment expresses the entire understanding between the Company and the City with respect to the subject written hereof and supersedes all prior and contemporaneous agreements and understandings, including the relevant portions of the PSA, inducements or conditions, whether express or implied, oral or written. This Amendment is incorporated into the PSA, and the PSA remains in full force and effect regarding all terms other than those issues explicitly addressed herein.

3. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same agreement. The exchange of copies of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Agreement as to the Parties; however, original hard copies of this Agreement shall be executed and follow a facsimile or other electronic transmission. 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.

4. **Authority.** Each person executing this Amendment on behalf of a Party represents and warrants that they are duly authorized to execute and deliver this Amendment on behalf of such Party. Each Party has full power and authority to satisfy the obligations hereunder, and the execution and performance of this Amendment by each Party shall not breach the terms of any other agreement, understanding or obligation with respect to any third party.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective duly authorized representatives as of the Effective Date.

NIAGARA MOHAWK POWER
CORPORATION d/b/a NATIONAL GRID

CITY OF ALBANY

By: John Bruckner

By: _____

Name: John Bruckner

Name: _____

Title: President, NY Jurisdiction

Title: _____

Dated: April 16, 2019

Dated: _____


3. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same agreement. The exchange of copies of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Agreement as to the Parties; however, original hard copies of this Agreement shall be executed and follow a facsimile or other electronic transmission. 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.
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NIAGARA MOHAWK POWER
CORPORATION d/b/a NATIONAL GRID

CITY OF ALBANY

By: _____

By:  _____

Name: _____

Name: KATHERINE M. SHEEHAN

Title: _____

Title: MAYOR

Dated: _____

Dated: APRIL 16, 2019