



## **Amendment Number 2 to Supply and Installation Agreement**

This Amendment Number 2 (this “Amendment”) to the Agreement (as defined below) is entered into as of October 7, 2021 by and between New York State Electric & Gas Corporation (“Customer”) and [REDACTED] (“Supplier”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

### RECITALS:

WHEREAS, Customer and Supplier are parties to the Design, Supply and Installation Agreement for New York Streetlight LED Replacement Program, dated as of May 20<sup>th</sup>, 2019 (as amended to date, the “Agreement”); and

WHEREAS, the parties desire to enter into this Amendment to reflect changes to the Agreement as are set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A) Section 10.14 Equal Opportunity is hereby amended and restated as the following:

Contractor and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

B) Section 10.21 Force Majeure; Impracticability; Excuse is hereby amended by adding the following paragraph:

Owner and Contractor expressly agree, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic exists worldwide as of the execution date of this Agreement; (ii) the existence of such pandemic, and its effects, now, and for the duration of Contractor 's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Contractor to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in this

Section of this Agreement; (iii) the material terms of this Agreement, particularly terms relating to price, schedule, quantities, availability and specifications, take into consideration, and fully account for, the existence of such pandemic and its effects, now, and for the duration of Contractor's performance under the Agreement; and (iv) such pandemic shall not render Contractor unable to fulfill any of its obligations under the Agreement, and Contractor shall not have any claim, action or cause of action against Owner in connection with such pandemic, including any claim for frustration of purpose, change in circumstances, economic balance or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

- C) Section 10.22 Employee Solicitation is hereby amended and restated as the following:

Contractor understands and acknowledges that Owner has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to Owner. To the maximum extent permitted under applicable laws, the Contractor agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit any employee who has been employed by the Owner or its Affiliates during the term of this Agreement, with whom Contractor has had contact in connection with the negotiation, execution, or performance of this Agreement (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of one (1) year, beginning on the employee's last day of employment with the Owner or one (1) year after the term of this Agreement, whichever is sooner in the applicable case, except with the prior written consent of the Owner, and Contractor shall not induce or attempt to induce, directly or through an agent or third party, any such Covered Employee to leave the employ of the Owner or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Owner through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit Contractor from employing any person who contacts Contractor on his or her own initiative and without any solicitation by Contractor specifically directed to such employee, or (ii) directly or indirectly prohibit or restrict either Party from soliciting or hiring another Party's current or future employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

- D) Appendix B will be amended by adding Appendix B-2, Agreement Sum and Payment Schedule to the existing Appendix B and Appendix B-1, with all previous Appendices remaining intact; attached herein.
- E) All references in the Agreement to defined terms shall be deemed to refer to such terms as such terms have or may have been amended, modified, or supplemented by this Amendment.

- F) Except as expressly amended by this Amendment, the Agreement shall remain unchanged and in full force and effect and the parties hereby ratify and confirm the Agreement and each of its obligations.
- G) Any conflict or inconsistency between the Agreement and this Amendment shall be resolved in favor of this Amendment.
- H) This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.
- I) This Amendment may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page(s) follow.]

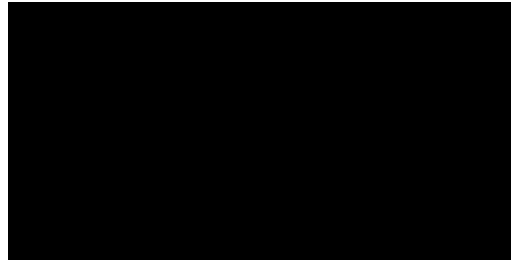
IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed as of the date first set forth above.

New York State Electric & Gas Corporation

DocuSigned by:  
By: Andrea VanLuling  
Name: Andrea vanLuling  
Title: VP Controller - Networks

New York State Electric & Gas Corporation

DocuSigned by:  
By: Catherine Stempien  
Name: Catherine Stempien  
Title: President & CEO, Avangrid Networks



Appendix B-2  
Agreement Sum and Payment Schedule

Pricing remains the same from Appendix B/Appendix B-1, Pricing Validity is extended until 12/31/2023.