

SUFFOLK, SS.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
BUSINESS LITIGATION SESSION
CIVIL ACTION NO.

VINEYARD WIND 1, LLC,

Plaintiff,

$$V.$$

GE RENEWABLES US LLC,

Defendant.

SERVICE VIA EMAIL

kg

Plaintiff Vineyard Wind 1 LLC (“VW” or the “Project”) brings this Verified Complaint for urgent declaratory and injunctive relief preventing Defendant GE Renewables US LLC (“GER”), the Project’s most important contractor, from improperly terminating the parties’ agreements and abandoning its construction and maintenance work for the nation’s first commercial-scale offshore wind farm. VW alleges as follows:

1. VW is the developer of a \$4.5 billion offshore wind Project on the verge of bringing 806 megawatts of renewable energy online to Massachusetts consumers in furtherance of the Commonwealth's renewable energy mandate.

2. GER is the Project’s most important contractor. It designed, manufactured, and installed the Project’s wind turbine generators (“WTGs”), which are built to GER’s proprietary design specifications and operate on GER’s proprietary technology and software. Only GER is able to perform the remaining work necessary to bring the performance of the GER turbines up

to the capacity and reliability standards required for VW to supply power to Massachusetts consumers.

3. On February 27, 2026, GER sent a “Termination Notice” threatening termination of the parties’ Turbine Supply Agreement, dated June 4, 2021 (the “TSA”), and the related Service and Maintenance Agreement, also dated June 4, 2021 (“SMA” and together with the TSA, the “Contracts”), on April 28, 2026.

4. GER asserted that Sub-Clause 16.2.1 of the TSA allows it to terminate if VW has failed to pay an “amount due” under a Payment Certificate in excess of 5% of the TSA’s more than \$1.3 billion Contract Price. GER further stated that, under Sub-Clause 15.8.1 of the SMA, a termination of the TSA shall also operate as a termination of the SMA.

5. GER’s assertion that it is owed amounts due under the TSA disregards the plain language of the TSA. The TSA expressly allows VW to withhold amounts that GER owes VW against payments otherwise due to GER under the TSA, thereby discharging VW’s payment obligations. That is what a contractual setoff right does.

6. GER owes VW substantial amounts because GER caused catastrophic injury to VW. GER’s admittedly poor performance has caused nearly two full years of delays and given rise to substantial claims by VW against GER under the TSA. Those claims include the full amount of delay liquidated damages allowed for under the contract, \$394 million. As was widely reported in national and local news, in July 2024, one of the GER offshore blades collapsed and fell into the waters off Nantucket,¹ necessitating a massive environmental cleanup,

¹ Brad Plumer, *A Giant Offshore Wind Turbine Blade Breaks, Prompting Beach Closures*, NY TIMES (Jul. 16, 2024), <https://www.nytimes.com/2024/07/16/climate/wind-turbine-breaks-nantucket.html>; Nick Stoico, *Southern Nantucket beaches closed, Vineyard Wind shuts down over turbine damage*, The Boston Globe (Jul. 16, 2024), <https://www.bostonglobe.com/2024/07/16/metro/wind-turbine-damage-nantucket-beaches/>.

and a six-month construction hiatus during which GER performed a “root cause” analysis. That analysis concluded that 68 of the 72 GER blades installed at the Project (nearly all manufactured by GER in Gaspé, Canada) were also defective because they were inadequately bonded together, and were so poorly made that they were beyond repair. GER’s remediation plan required it to remove all of the blades and to replace all Gaspé blades with others manufactured at a different facility in Cherbourg, France.

7. The TSA sets forth a process for claims to be brought by the parties during the construction of the Project, which are heard and “determined” by a Project Engineer appointed by the Project under the TSA. When claims are “determined” by the Engineer in VW’s favor, Sub-Clause 2.4.8 of the TSA expressly allows VW to “with[o]ld” those “determined” amounts from “*payments that would otherwise be due to the Contractor*” including amounts under Milestone Payment Certificates. To date, the Engineer has determined approximately \$853 million in claims in favor of VW, nearly all of them resulting from the GER blade defects.

8. For more than a year, VW has exercised its rights under Sub-Clause 2.4.8 of the TSA, withholding approximately \$308 million of the Engineer-determined amounts in favor of VW to set off “payments that would otherwise have been due” to GER.

Amount of Unpaid GER Payment Certificates	Amount of VW Withholdings
\$308,051,124	\$308,051,124

Even after application of these setoffs, *GER continues to owe VW approximately \$545 million*, between Engineer-determined amounts and other amounts GER agreed to but has not paid.

9. According to GER, however, the withholdings explicitly allowed by Sub-Clause 2.4.8 are not counted to reduce the “*amount due*” for purposes of the TSA’s termination provision in Sub-Clause 16.2.1(b). This position is contrary to law and defeats the entire purpose

of setoffs, which—by definition—reduce the amount due to a contractual counterparty. As a result, there are presently no “amounts due” to GER as a function of the setoffs VW has properly exercised under Sub-Clause 2.4.8, negating GER’s claimed right to termination. GER’s termination is invalid under the terms of Sub-Clause 16.2.1(b).

10. In this action, VW seeks an Order from this Court (1) declaring that GER’s Termination Notice is invalid under the Contracts, and (2) issuing a permanent injunction to enjoin GER from terminating the Contracts.

11. GER’s termination is improper under the Contracts and injunctive relief is necessary to prevent irreparable harm to the Project.

PARTIES

12. Plaintiff VW is a limited liability company organized under Delaware law. Its principal place of business is at 75 Arlington Street, 7th Floor, Boston, MA 02116. VW’s only business is to own, construct, and operate the Project.

13. Upon information and belief, GER is a Delaware limited liability company with its principal place of business in Colorado. GER is a subsidiary of GE Vernova, Inc. (“GE Vernova”), a global energy company headquartered in Massachusetts.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction pursuant to M.G.L. c. 212, § 4.

15. This Court has personal jurisdiction over Defendant pursuant to M.G.L. c. 223A § 3. *First*, the causes of action set out herein arise from Defendant’s “transacting” of “business” in the commonwealth (M.G.L. c. 223A § 3(a)) through its contracting for and providing services to VW in Massachusetts pursuant to both the TSA and SMA. *Second*, the causes of action set out herein arise from Defendant “contracting to supply services of things in this commonwealth.” (M.G.L. c. 223A § 3(b)).

16. This Court may provide declaratory and injunctive relief pursuant to M.G.L. c. 231A, § 1 and Mass. R. Civ. P. 65(a). Moreover, Sub-Clause 20.8.1 of the TSA and Sub-Clause 19.7 of the SMA expressly allow VW to seek “urgent injunctive or declaratory relief through any competent court in respect of any matter under or in connection with” each Contract.

17. Venue is proper in Suffolk County pursuant to M.G.L. c. 223 § 8(2), because VW has a usual place of business at 75 Arlington Street in Boston.

BACKGROUND

A. The Vineyard Wind Project

18. The Project is a wind farm located across 166,000 acres of the Atlantic Ocean, 15 miles off the coast of Massachusetts. It is the first utility-scale offshore wind energy project in the United States. The Project is designed to generate 806 megawatts of electrical power, which is enough to power more than 400,000 Massachusetts homes and businesses. It is estimated that the Project will reduce carbon emissions by over 1.6 million tons per year.

19. VW developed the Project in response to Massachusetts’ renewable energy requirements. Under Section 83C of An Act to Advance Clean Energy, 2018 Mass. Legis. Serv. Ch. 227, Massachusetts sought to procure up to 1,600 megawatts of commercial-scale offshore wind energy. Pursuant to 220 Code of Massachusetts Regulations § 23.04(5), Massachusetts distribution companies were required to solicit proposals to meet this requirement. VW secured Power Purchase Agreements (“PPAs”) to supply 800 megawatts of electricity to three Massachusetts distribution companies.

20. The Project consists of 62 WTGs spaced one nautical mile apart on an east-west and north-south orientation. Each of these 62 WTGs is intended to generate up to 13.6 megawatts of power, harnessing the energy of the offshore wind currents and using that energy to generate electricity.

21. Each WTG consists of three principal parts that work together to harness the wind to generate electricity: (i) a tower, (ii) a nacelle, and (iii) a three-blade rotor. The turbine's tower supports the nacelle—a housing box containing the key components that convert wind energy into electrical energy. The three blades—each 107 meters (about 351 feet) long—are attached to a hub that is itself attached to the nacelle. Wind flows across the blades creating air pressure differences that result in rotation.² Each of the WTGs is connected to inter-array cables that transmit power to an offshore electrical service platform that gathers the power generated by the turbines and transforms it to a higher voltage for transmission to shore through two 220 kV offshore export cables that make landfall in Barnstable, Massachusetts. From there, onshore cables transmit the power to an onshore substation, where it is stepped down before being interconnected to the grid.

B. VW Selected GER to Build and Service the WTGs

22. There are only a few highly specialized companies worldwide that supply WTGs to offshore wind farms. A similarly small number of companies are capable of performing the other necessary work to build an offshore wind project. That work includes supplying the vessels and equipment necessary to build and pile foundations for the WTGs in the ocean and laying undersea electrical transmission cables. Planning for the construction of an offshore wind project requires years of preparation and careful sequencing to ensure that these specialized companies are retained and available to perform their respective roles at the proper times.

² Each WTG also contains a number of technical components that support the principal parts. These include, for example: WTG converters; transformers; medium voltage switch gear; blade bearings; pitch system; yaw system; generators (including main bearings); tower flanges; critical bolt connections; upper section (between tower and nacelle); and casted parts (nacelle central frame, front frame, generator rotor, hub main shaft).

23. VW considered the few available candidates worldwide to supply WTGs for the Project before selecting GER. VW's decision to select GER was based, in large measure, on its commitment to the Project and on GER's assurances about the performance of its proprietary WTGs.

24. When, in 2019, a prototype GER Haliade-X turbine came online, it was the first-ever offshore turbine installed with a more than 12-megawatt nameplate rating and a more than 200-meter diameter rotor, giving it leading energy output at the time. The WTGs installed at the Project wind farm site can generate even more maximum power. GER's offshore WTGs being utilized for the Project are the largest used for offshore wind—which as a whole utilizes turbines considerably larger than those used onshore. Adding scale to offshore WTGs not only increases energy generation per turbine, but increases their complexity.

25. VW designed the entire Project to function based on GER's unique technology. GER WTGs were designed by GER on GER's proprietary Haliade-X turbine platform and are in place at only one other wind farm in the world—the Dogger Bank project in the United Kingdom, which is also under construction. The other parts of the WTGs and the technology on which they operate were built to run on GER's Haliade-X platform. In other words, these are GER WTGs meant to run on GER systems and to be handled by GER. They have never been deployed, operated, or repaired by any other offshore wind turbine supplier.

26. GER agreed to design, maintain, and service the WTGs through the TSA and SMA. The TSA makes GER responsible for the “design, manufacture, supply, installation, commissioning and testing of offshore Wind Turbine Generators for the VW 1 Project.” (TSA at

5.)³ It is critical that the two Contracts come as a joint purchase, so GER is obligated to make the WTGs operate in accordance with the warranty.

27. The economic viability of the Project depends on its ability to generate electricity, which, in turn, depends on the WTGs that GER has designed, built, installed, and agreed to maintain and service.

28. When an offshore wind project selects a WTG supplier, the project owner usually insists on a warranty of turbine performance. WTG suppliers typically couple that warranty with a service and maintenance agreement, so that the entity that has supplied the WTGs and bears the risk of the performance warranty can also ensure that the WTGs will be serviced and maintained to operate as intended. That arrangement is of vital importance to project owners, their investors, and their lenders, as it ensures that the company that designed, manufactured, and installed the WTGs will stand behind them in the long run—warranting the performance of the WTGs necessary to make the economics of the project viable (and to support the massive investments required for the project).

29. The TSA’s companion contract, the SMA, makes GER responsible for “the service and maintenance” of the 62 GER WTGs installed at the Project “where the nameplate capacity is 13 MW [megawatts] for each,” for an initial five-year term that may be extended for two additional five-year terms. (SMA Schedule A ¶ 4.) The extension is a unilateral right of the Project to ensure the Project for the first 15 years has a robust solution to ensure the output of the WTGs.

³ Both Contracts are governed by New York law. (TSA Sub-Clause 1.4.1; SMA Sub-Clause 2.2.1.)

30. The economic benefit for the turbine supplier comes primarily from the economics of the turbine supply agreement, rather than the service and maintenance agreement. Accordingly, it is market practice in the offshore wind industry for WTG supply and service and maintenance contracts to be negotiated and entered into simultaneously as between the same parties, as a package deal. VW and GER's TSA and SMA are consistent with that market standard, and were negotiated and agreed to as a package. The TSA and SMA were simultaneously executed, with much of the upside for GER lying within the TSA and more of the downside lying within the SMA.

31. Also consistent with industry practice, GER and VW agreed to a yield warranty during the "initial term" of the SMA. Under this warranty, GER must pay VW for revenue shortfalls should production generation fall below 97% for reasons attributable to GER—subject to a cap of 20% of the TSA's Contract Price.

32. The yield warranty provides crucial protection for the economics of the Project, guaranteeing cash flows during its initial years following construction as operations fully come online and are calibrated. The yield warranty was designed to go hand-in-hand with the TSA. As explained above, GER provided a guarantee of the level of performance of the WTGs that it designed, manufactured, and installed, and that it had agreed to service and maintain.

33. In exchange for these efforts, GER agreed to be paid a contract price of more than \$1.3 billion under the TSA, as well as service fees of approximately \$27 million per year over the initial five-year term of the SMA.

C. GER's Poor Performance Under the TSA Resulted in Substantial Costs to VW

34. Since the parties executed the Contracts in June 2021, GER's deficient performance under the TSA has delayed the Project by nearly two years. The original date for

the final milestone to be achieved by GER under the TSA was in the first half of 2024; GER has still not achieved that milestone. GER's performance has been poor and behind schedule at every phase, which has led to substantial and compounding delays.

35. GER's performance was delayed from the start of its work on the Project. Almost immediately, GER's manufacturing of each of the three primary WTG components—towers, nacelles, and blades—fell well behind the schedule to which the parties agreed. In fact, all the manufacturing and installation work by GER have been significantly delayed. These manufacturing delays resulted in substantial delays to the Project Schedule and in significant financial losses to the Project.

36. On March 1, 2024, GER substantially damaged one of the blades while offloading components from the installation vessel. GER's own root cause analysis confirmed that the incident was caused by GER personnel "negligently" performing their work. GER's admitted negligence caused more than a month of delays and required the Project to incur tens of millions of dollars in increased costs and damages.

i. The Catastrophic July 13, 2024 GER Blade Collapse

37. On July 13, 2024, one of GER's blades collapsed and fell into the waters off Nantucket. VW immediately shut down construction on the project and demanded a "root cause" analysis from GER and its parent company, GE Vernova.

38. Immediately after the blade collapse, GER admitted that its own poor manufacturing and quality assurance processes were responsible for the blade failure. On July 24, 2024, GE Vernova CEO Scott Strazik publicly acknowledged that, "we have identified a material deviation, or a manufacturing deviation, in one of our factories that through the inspection or quality assurance process, we should have identified. Because of that, we're going

to use our existing data and reinspect all of the blades that we have made for Offshore wind and for context in this factory in Gaspé, Canada where the material deviation existed.”⁴

39. In the ensuing six months, GER and GE Vernova conducted a technical review in which they concluded that the blade that collapsed had failed due to insufficient adhesive bonding in a critical load-bearing region due to manufacturing and quality assurance lapses that caused the same defect in nearly all of the blades that had been installed at VW. As a result of an internal investigation, GE fired more than 40 employees at the Gaspé factory,⁵ and the Gaspé press reported that GE Vernova’s internal investigation concluded that Gaspé employees had been instructed by their supervisors to falsify critical data from the quality assurance process.⁶

40. At the time of the blade failure, 72 blades had been installed at the Project, nearly all of which had been manufactured at a GE factory in Gaspé, Canada. GE Vernova and GER concluded that 68 of the 72 installed GER blades could not be used as is—with at least 66 of those blades having inadequate adhesive bonding—and had to be taken down and replaced with new blades. GER proposed a remediation plan that required all of the blades that had been installed as of that date to be removed. Nearly all of the blades had been manufactured at Gaspé, and those blades were required to be replaced with new blades manufactured at a different facility in Cherbourg, France. The bonding in some of the original blades was so deficient that the blades had to be repaired in place before they could be removed so that they did not collapse

⁴ GE Vernova, Q2 2024 GE Vernova Inc Earnings Call Edited Transcript, https://www.governova.com/sites/default/files/2025-04/gev_webcast_transcript_07242024.pdf.

⁵ Andrew Lee, *GE Vernova confirms staff were fired after Vineyard Wind blade factory probe*, Recharge (Nov. 19, 2024), <https://www.rechargenews.com/wind/ge-vernova-confirms-staff-were-fired-after-vineyard-wind-blade-factory-probe/2-1-1741254>.

⁶ See, e.g., Toby Germain, *Falsification possible de données chez LM Wind Power*, Radio Gaspésie (Oct. 24, 2024), <https://www.radiogaspesie.ca/nouvelles/actualite/falsification-possible-de-donnees-chez-lm-wind-power/>.

into the water. The process of removing and replacing the blades caused substantial additional delays, resulting in the Project being nearly two years behind schedule.

41. The delay caused by the blade failure, the root cause analysis, and the process of taking down and replacing 72 blades devastated the Project and caused it to incur substantial damages resulting from the delay, including more than a full year of lost profit under Power Purchase Agreements, additional overhead costs, construction costs, financing costs, and costs incurred to coordinate other vendors and contractors.

D. Under the TSA, VW is Entitled to Make—and Has Made—Claims to Recover its Costs, Which Have Been Determined by the Engineer

42. Under the Contract, while construction is still underway, the parties must notice claims as they arise and submit them for resolution by the Project Engineer. (TSA Clause 3.)

43. Specifically, if VW or GER “considers [it]self to be entitled to any payment under any Clause of . . . the Contract” then VW or GER may submit a written claim seeking such payment from its counterparty to the Engineer. (TSA Sub-Clauses 2.4.1, 20.1.) The other party may in turn respond to the claim “with approval, or with disapproval and detailed comments.” (TSA Sub-Clause 2.4.4.)

44. The Engineer must then resolve the claim with a “fair and impartial determination in accordance with the [TSA], taking due regard of all relevant circumstances.” (TSA Sub-Clause 3.5.1.) Either party can formally dispute the Engineer’s determination pursuant to a multi-step process set out in Clause 20 of the TSA, but the Parties are required to “give effect” to the Engineer’s determinations unless and until they are modified through the dispute resolution process under Clause 20 of the TSA. (TSA Sub-Clause 20.9.1.) Moreover, Sub-Clause 20.9.1 provides that while such a dispute is pending, “[p]erformance of the Works under the Contract

shall continue . . . unless the Engineer or the Contractor instructs the suspension of the Works in accordance with the Contract.”

45. Given the incredibly poor performance of GER and the catastrophic damage it has caused VW, VW has submitted a significant number of claims against GER to the Engineer, including claims based on the July 2024 blade failure and GER’s manufacture and installation of defective blades on the Project. To date, the Engineer has determined approximately **\$853 million** in claims in favor of VW—including the contractual cap of \$394 million in delay liquidated damages. GER further agreed to pay VW approximately \$40 million for certain other of VW’s claims, rather than subject those to the Engineer’s determinations.

46. The following chart sets forth (i) the claims submitted to the Engineer by VW, (ii) the dates of the corresponding Engineer determinations, and (iii) the amounts owed to VW in respect of its claims.

VW Claim	Engineer Determination Date(s)	Amounts Due to VW
March 2024 Blade Damage	09/17/2024	\$ 20,301,552
Installation Vessel Costs Beyond TSA Installation Period	09/17/2024	\$ 30,838,699
Refund of Invalid Blade Payment Certificates	04/15/2025	\$ 185,438,534
July 2024 Blade Failure Clean-Up	05/09/2025	\$ 13,138,709
Pre-Assembly Port Costs Beyond TSA Long-Stop Date	05/12/2025	\$ 3,986,846
Delay Liquidated Damages	06/13/2025	\$ 316,659,396
Delay Liquidated Damages	07/23/2025	\$ 77,139,866
Installation Vessel Costs Beyond TSA Installation Period	07/23/2025	\$ 30,960,000
Installation Vessel Costs Beyond TSA Installation Period	10/30/2025	\$ 76,739,484
Interest on Amounts Unpaid by GER	03/20/2026	\$ 57,367,829 + € 413,648
Blade Removal Scope	N/A: GER agreed to pay	\$ 26,557,212

VW Claim	Engineer Determination Date(s)	Amounts Due to VW
Hammerhead Costs	N/A: GER agreed to pay	\$ 7,926,951
Pre-Assembly Port - Utilities & Security Costs	N/A: GER agreed to pay	\$ 2,226,019
Fuel for Blade Removal and Hammerhead Scope	N/A: GER agreed to pay	\$ 2,797,101
Canada Trips Net Amount	N/A: GER agreed to pay	\$ 522,012
Determination Total:	\$ 812,570,914 + € 413,648	
Agreement Total:	\$40,029,295	
Total Amount Owed to VW:	\$ 852,600,209 + € 413,648	

47. To date, GER has not formally disputed any of the Engineer’s determinations under Clause 20 of the TSA.

E. VW Has Withheld Engineer-determined Amounts from Amounts “Otherwise Due” to GER Under Payment Certificates

48. Under Sub-Clause 2.4.8 of the TSA, when the Engineer determines that VW is entitled to amounts from GER, it may either invoice GER for that amount or withhold that amount “from any payments that would otherwise be due” to GER. (TSA Sub-Clauses 2.4.8, 3.5.2.) Sub-Clause 2.4.8 requires GER to pay the invoice within 30 days. (TSA Sub-Clauses 2.4.8.)⁷

⁷ Specifically, Sub-Clause 2.4.8 states:

Any amount which the Employer is entitled to be paid by the Contractor, as agreed between the Parties or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations], pursuant to this Contract shall either (a) be paid within thirty (30) days after the Contractor receives an invoice (along with any Sales Tax appropriately stated on the invoice in compliance with applicable Law to the extent that Sales Tax is payable on the relevant amount) from the Employer in respect of such amount or (b) may be withheld from any payments that would otherwise be due to the Contractor (subject to service by the Engineer of the appropriate notice under Clause 14 [Contract Price and Payment]). The Employer shall only be entitled to set off against or make any deduction from an amount due and payable under the Contract.

49. VW has issued invoices to GER for all claims determined in its favor by the Engineer under Sub-Clause 2.4.8. GER has not paid those invoices, so VW has exercised its right under Sub-Clause 2.4.8 to withhold amounts due under those invoices from “payments that would otherwise be due” to GER under Payment Certificates as they become due.

50. Under the TSA, GER’s entitlement to payment is tied to its completion of specified milestones. The parties agreed to a Payment Schedule, pursuant to which the “Contract Price” of \$1,312,664,207 would be paid in installments following the achievement of specified Project Milestones.

51. Under Sub-Clause 14.3 of the TSA, when GER has completed all activities with a Project Milestone, it may apply to the Engineer for a Payment Certificate. If the Engineer determines that the Project Milestone has been met, the Engineer will issue a Payment Certificate for the amount earned. Following receipt of a Payment Certificate from the Engineer, GER may issue an invoice to VW. (TSA Sub-Clauses 14.3-14.5.)

52. Prior to the July 2024 blade failure, GER invoiced VW for Engineer-granted Payment Certificates and other amounts under the TSA in a total amount of approximately \$660 million, which was timely paid by VW. Following the July 2024 blade failure, GER has invoiced VW for approximately \$308 million.

53. The Engineer has also issued a determination that GER had wrongfully procured Payment Certificates before the July 2024 blade failure by falsely claiming that applicable Project Milestones were met, ordering VW to be refunded a total of \$185,438,534, and directing GER to reapply for new Payment Certificates when these Project Milestones were, in fact, achieved. To date, GER has not reapplied for new Payment Certificates based on these Project Milestones nor disputed the Engineer’s determination.

54. For more than a year, VW has exercised its right under Sub-Clause 2.4.8 of the TSA to withhold amounts from the Engineer-determined claims in favor of VW in order to satisfy “payments that would otherwise have been due” to GER. In total, VW has withheld approximately \$308,051,124. VW documented those setoffs in Contract Notices issued to GER.

55. Appendix 1 to this Verified Complaint includes a chart reflecting GER’s invoices issued in respect of approved Payment Certificates, the amounts that would otherwise have been due to GER thereunder, and VW’s withholdings of the Engineer-determined amounts.

56. After application of these withholdings, GER continues to owe VW approximately \$544,549,084 and €413,648, between Engineer-determined amounts and other amounts GER agreed to pay for vessel costs incurred by VW for the work associated with removing blades and installing new blades. GER has not paid these amounts.

F. GER Purports to Terminate the Contracts

57. On February 27, 2026, GER issued a notice purporting to terminate both the TSA and the SMA, effective April 28, 2026, pursuant to Sub-Clause 16.2.1(b) of the TSA and Sub-Clause 15.8.1 of the SMA.

58. Sub-Clause 16.2.1(b) permits termination of the Contract only when:

the Contractor does not receive the *amount due* under a Payment Certificate within thirty (30) days after the Due Date for Payment (except for when the Employer is entitled to undisputed amounts in accordance with Sub-Clause 2.4.6) and the amount due is in excess of the sum equivalent to five per cent (5%) of the Contract Price.

(emphasis added)

59. GER’s notice stated that it is due \$271 million under Payment Certificates issued by the Engineer and invoiced by GER.

60. GER further stated that, under Sub-Clause 15.8.1 of the SMA, a termination of the TSA shall also operate as a termination of the SMA.

61. GER's purported termination of both Contracts is invalid and in breach of the Contracts.

G. GER's Termination is Invalid because VW Has Not Failed to Pay Any "Amount Due" in Excess of 5% of the Contract Price

62. According to GER, more than \$271 million in Payment Certificates remains "due," which exceeds 5% of the Contract Price (approximately \$66 million), and thus, GER argues that it may terminate even though VW has properly satisfied those Payment Certificates through valid withholdings under Sub-Clause 2.4.8.⁸

63. In fact, no amounts are "due" to GER because VW has discharged any payment obligations *to* GER by setting off amounts owed *by* GER.

64. Specifically, Sub-Clause 2.4.8 provides that VW may "with[old] from any payments that would *otherwise be due to the Contractor*" any "amount which the Employer is entitled to be paid by the Contractor, as . . . determined by the Engineer in accordance with Sub-Clause 3.5." (*Id.*). Thus, under the plain language of the TSA, the amount withheld is no longer owed, and is not "due" to either party.

65. If there were any doubt about the effect of a withholding under Sub-Clause 2.4.8 to reduce the amounts "due" under the TSA, it would be eliminated by that clause's direction that VW may withhold Engineer-determined amounts owed to VW from amounts that "would *otherwise be due* to the Contractor." The phrase "otherwise due" refers to amounts that would have been due, but are *no longer due* on account of a reduction in the amount, discharging any payment obligation.

⁸ The Termination Notice erroneously suggests that VW has withheld \$271 million, but that figure appears to include certain Payment Certificates that were rejected by the Engineer, which GER is required to resubmit in accordance with the TSA but has not done so.

66. Ignoring the TSA's plain language, GER takes an express exemption in Sub-Clause 16.2.1(b), which prevents GER from terminating the Contract when VW is "entitled to undisputed amounts in accordance with Sub-Clause 2.4.6," and twists it to mean that *only* amounts withheld under Sub-Clause 2.4.6 reduce the "amount due" to GER for purposes of Sub-Clause 16.2.1(b). That argument is atextual and contrary to law.

67. First, nothing in Sub-Clause 16.2.1(b) limits VW's withholding rights. It does not mention setoffs or withholdings at all. The right of setoff and withholding appears in both Sub-Clause 2.4.6 (for undisputed amounts) and Sub-Clause 2.4.8 (for other amounts determined by the Engineer), and in neither provision is there any mention of a cap or limitation on that right, as the TSA includes in numerous other provisions. Nor does the parenthetical address how the "amount due" in Sub-Clause 16.2.1(b) should be calculated.

68. Second, the parenthetical addresses a separate circumstance where VW is "entitled to undisputed amounts" under Sub-Clause 2.4.6, in which case GER is prevented from terminating. The parenthetical cannot be referring to a withholding right, because if amounts had already been invoiced and withheld, VW would not remain "entitled" to any amounts. Instead, the parenthetical refers to the second half of Sub-Clause 2.4.6, which grants VW the alternative right to immediately "claim[]" undisputed amounts "as a debt for which payment will be due" within 14 days of a future Engineer determination. In that circumstance (which cannot arise under Sub-Clause 2.4.8), VW would be "entitled to undisputed amounts" under Sub-Clause 16.2.1(b). The parenthetical certainly does not limit *sub silentio* VW's right to withhold under Sub-Clause 2.4.8.

69. Third, GER's reading gives multiple, conflicting meanings to the word "due" in different provisions in the TSA. Sub-Clause 2.4.8 unambiguously states that a withholding

under that provision against an amount “otherwise due” to GER will reduce “an amount due and payable under the Contract.” In turn, that withholding discharges VW’s obligations under Clause 14 [Contract Price and Payment] to pay to GER a “valid invoice” for the “sum stated as being due on the Payment Certificate.” To find otherwise would give the withholding right under Sub-Clause 2.4.8 no purpose. GER’s position that “amount due” means something different under Sub-Clause 16.2.1(b) would create an absurd result contrary to basic tenets of contract interpretation. The same word—“due”—used in multiple places in the TSA, means the same thing.

70. Finally, if there were any doubt or ambiguity as to whether Sub-Clause 16.2.1(b) *sub silentio* caps VW’s withholding right, the ambiguity must be resolved in favor of VW under foundational canons of contract interpretation, including that (1) a limitation of remedies will not be implied and must be clear, explicit, and unambiguous; (2) termination provisions must be strictly construed; and (3) the condition precedent to termination—the existence of a due and unpaid amount in excess of 5% of the Contract Price—must also be strictly construed.

71. GER’s purported termination of the TSA is invalid and in breach of contract.

72. Because GER’s purported termination of the TSA is invalid, that invalid termination provides no basis for a valid termination of the SMA under Sub-Clause 15.8.1 of the SMA.

H. GER Refuses to Withdraw the Invalid Termination Notice

73. VW formally demanded that GER withdraw its termination notice in letters dated March 2 and March 10, 2026. VW explained, among other things, that no amounts are “due” to GER because VW has exercised its right under Sub-Clause 2.4.8 to withhold amounts determined by the Engineer from amounts “otherwise due” to GER under Payment Certificates,

and thereby reduce to zero, the amounts that VW owes to GER. In reply correspondence dated March 6, 2026 and March 13, 2026, GER refused to withdraw the Termination Notice.

74. After receiving the Termination Notice, VW has made numerous attempts to resolve this matter amicably. Those attempts have been unsuccessful.

75. On March 23, 2026 VW issued a notice pursuant to Sub-Clause 20.2.2 of the TSA (and the corresponding Sub-Clause 19.1.2 of the SMA) formally disputing GER's purported termination of the Contracts and invoking the dispute resolution provisions of each contract. On March 30, 2026, GER responded to the Dispute Notice disagreeing with VW's Dispute Notice. On that same day, VW referred the dispute to the parties' senior executives under Sub-Clause 20.3.1.

76. Senior executives of both parties met on April 6, 2026 and were unable to resolve the dispute.

I. GER's Performance is Irreplaceable and GER's Walk-Away Would Cause Irreparable Harm to VW and Massachusetts

77. GER's purported termination comes at a critical juncture. The Project has already been significantly harmed by GER's inexcusably poor performance. Today, as construction nears the end (nearly two years behind schedule), the Project is and will remain in the "commissioning" phase of construction. During this phase, the parties are confirming the integration of components, validating, testing, and optimizing their functionality, and ensuring reliability for their connection to the grid. At this point, a substantial number of the WTGs are not yet operating at the power production levels intended under the Contracts and require work that can only be performed by GER, which has the unique proprietary knowledge and tools needed to do that work.

78. Separately, and in addition to ongoing commissioning efforts, substantial remediation and repair work for the WTGs also remains. Not one of the 62 GER WTGs has yet met the contractual requirements for VW taking them over, the line demarcating the construction and operation phases. Because of this, the Project is far from generating the electricity output contractually required to sustain its financing viability during the operation phase.

79. GER is uniquely situated to handle the remaining works, particularly the remedial and repair work that will be necessary to take the installed WTGs from their current generation capacity to their contractually specified generation capacity. That work, at a high level, will include addressing dozens of significant nonconformities currently present on the WTGs. Such nonconformities include their main bearings that must hold up under immense stress—they must support a rotor around 722 feet in diameter—and crucial turbine cabling. The WTGs are also suffering recurrent operational issues. For example, the WTGs' sensors repeatedly trip, causing turbine shutoff, curtailing performance, precluding full nameplate power generation without clear cause. Resolving these nonconformities requires the kind of experience and know-how with these WTGs that only GER can bring to bear.

80. As a practical matter, the required work can be carried out only using GER's proprietary software and specialized tools and components. None of these essential instrumentalities are available from any vendor but GER.

81. A replacement turbine supplier would have to effectively reverse engineer GER's technology simply to be prepared to make any meaningful progress, and that still would not replicate the expertise of GER's personnel in deploying it, developed over years of training on GER's turbine platform, software, and components, and years more actually carrying out the Works on the Project.

82. Even if the obstacles presented by GER's proprietary tools and software could be overcome, no other turbine supplier has or could replicate in any economically practicable amount of time GER's experience with and knowledge of the 62 GER WTGs now installed at the Project.

83. Throughout the life of the Project, GER has refused to share basic information about the WTGs, citing concerns of confidentiality and competitive sensitivities, even as to matters core to the Project, such as information about GER's turbine blade design. Because GER has been reluctant to share this information with VW, it is unlikely that GER would share even more detailed information necessary for the repair and maintenance of the turbines with a replacement supplier, which would necessarily be one of GER's competitors.

84. Even if it were doable, however, it will be virtually impossible to find a turbine supplier that would be willing to take GER's place. The offshore wind industry has an exceptionally small pool of turbine suppliers operating at the scale required to assume GER's role. Suppliers like GER typically handle works involving their own turbines—designed by them, manufactured by them, and installed by them, and price long-term service contracts to match the economic benefits provided by turbine supply agreements. Securing a replacement service-and-maintenance contractor here would be a novel arrangement within the industry. On its own, the obligations of the SMA, including the yield warranty, would not be worth assuming for a different turbine supplier. To the extent it could be made appealing at all, it would likely require economic terms that would be impossible for VW to accommodate and expect to survive.

85. Working on another supplier's WTGs and certifying their fitness for operation would also require the supplier to assume risks well beyond what a supplier would likely be willing to do. That may be especially true here, where the high-profile July 2024 blade failure,

ensuing suspension order from federal authorities, and blade replacement campaign may all make another turbine supplier particularly wary of signing off on GER's WTGs, and GER's blades in particular.

86. Without GER's maintenance and remediation services, it is highly unlikely that VW would be able to sustain commercially viable levels of operation and production through the critical early years of the Project's operational phase.

87. Moreover, a commissioning vessel has been contracted for through at least October 2026 to carry out the commissioning works remaining under the TSA. Should GER abandon its role under the TSA, and not immediately be replaced, then the commissioning vessel can leave the wind farm site without any guarantee of return or replacement. Even in the event that a replacement contractor were located to perform the commissioning works, the commissioning vessel may have already left, and there could be additional delays and/or costs in procuring it (or an alternative) again. It is especially critical to make productive use of the favorable weather conditions provided by the spring and summer months—precisely when GER is now threatening to abandon the Project.

88. VW financed construction through, among other things, a convertible loan of approximately \$2 billion provided by 27 banks. The loan is now fully drawn, and the ongoing monthly interest expense is approximately \$9 million.

89. The loan is due to convert at the end of July 2026 to a term loan, to be serviced and repaid through Project revenues. Without GER to service and maintain the WTGs, and without the yield warranty, the lenders will have the ability to declare an event of default, accelerate repayment of the construction loan, and foreclose on the Project. Such an event would

threaten the financial viability of the entire Project and, consequently, Vineyard Wind's ability to survive, depriving the ratepayers of Massachusetts of low cost renewable energy.

90. The parties foresaw precisely this potential scenario—and all but acknowledged GER's irreplaceability—by providing in the TSA that GER is required to continue working during the pendency of any dispute resolution process or related court proceedings. (TSA Sub-Clause 20.9.1.)

J. Harm from GER's Wrongful Termination Extends Beyond VW

91. Absent urgent declaratory and injunctive relief, the effects of GER's improper termination would be felt beyond the Project itself.

92. The Project has directly supported approximately 3,700 jobs, including union and non-union positions, and the final phases of construction remain labor-intensive. At this stage, hundreds of U.S. workers are employed in supporting the Project. The vast majority of these workers are residents of Massachusetts. If all work on the Project is stopped because there is no turbine supplier in place, most of these workers will be laid off with no clear employment opportunities for similar work.

93. To date, VW has generated approximately \$1.9 billion in Massachusetts-based economic output. More than 80 southeastern Massachusetts companies have secured work from VW, the majority of which are based in New Bedford. VW has also secured supply chain contracts with vendors in over 29 states, expending almost \$1.7 billion with U.S.-based suppliers. VW has indirectly generated jobs through its supply chain expenditures which are at risk of being lost.

94. As the Massachusetts Department of Public Utilities found when approving the power purchase agreements, the Project, when complete and in full operation, will provide enhanced reliability to the New England region and contribute to reducing winter electricity

price spikes, and the power purchase agreements with the utilities are a cost-effective mechanism for procuring reliable renewable energy on a long-term basis and are in the public interest. With a TSA and SMA contractor in place performing the obligations under those agreements, the Project is expected to provide \$3.7 billion in energy-related cost savings over its life and it will reduce carbon emissions equivalent to taking about 325,000 cars off the road each year. These benefits will be lost if the Project is not completed and sustained through performance of the remaining TSA and SMA obligations. Even today, the Project is capable of generating up to 780 megawatts of power to serve Massachusetts residences and is enhancing the reliability of New England's transmission system. Without a replacement for the contracting works of the TSA and SMA, those benefits, too, are placed entirely and unnecessarily at risk.

COUNT I:
DECLARATORY JUDGMENT (Mass. Gen. Laws ch. 231A, § 1)

95. The allegations of the preceding paragraphs are incorporated by reference as if fully set forth herein.

96. As described in this Complaint, an actual, ripe, and justiciable controversy exists between VW and GER, concerning their respective rights and duties under the Contracts.

97. The Contracts are between VW and GER.

98. The Contracts are valid, binding, enforceable agreements made for valid considerations.

99. VW has performed all of its obligations as provided under the Contracts.

100. GER's purported basis for terminating the TSA—due and unpaid amounts in excess of 5% of the Contract Price—has no basis in fact, law, or the plain language of the TSA.

101. Pursuant to Sub-Clause 2.4.8 of the TSA, amounts determined by the Engineer may either “be paid within thirty (30) days after [GER] receives an invoice” or “may be withheld from any payments that would otherwise be due to” GER.

102. To date, the Engineer has determined approximately \$853 million in claims in favor of VW. VW has withheld approximately \$308 million of such amounts from payments that would otherwise have been due” to GER.

103. The plain language of the TSA permits VW to withhold amounts owed to GER from amounts due to VW pursuant to claims that have been determined by the Engineer. Such withheld amounts are no longer “due” to GER.

104. Because VW does not owe GER amounts in excess of 5% of the Contract Price, GER has no basis to terminate the TSA under Sub-Clause 16.2.1(b).

105. GER’s purported termination of the TSA is its stated ground for terminating the SMA. Because GER cannot validly terminate the TSA, its termination of the SMA is also invalid.

106. As a result of GER’s invalid termination, VW and the public will suffer actual and irreparable harm.

107. A declaratory judgment from this Court recognizing that the Termination Notice purportedly issued by GER is invalid would resolve the dispute between the parties.

108. VW, as specifically allowed for under Sub-Clause 20.8.1 of the TSA, therefore requests a judicial declaration of its rights, duties, and obligations of GER under the Contracts, and, flowing from this declaration, a permanent injunction enjoining GER from failing to perform under the Contracts on the basis of the invalid Termination Notice. VW also requests a

temporary restraining order and/or preliminary injunction enjoining the same conduct until such time as permanent relief may issue.

COUNT II:
BREACH OF CONTRACT

109. The allegations of the preceding paragraphs are incorporated by reference as if fully set forth herein.

110. The Contracts are between VW and GER.

111. The Contracts are valid, binding, enforceable agreements made for valid considerations.

112. VW has performed all of its obligations as provided under the Contracts.

113. By purporting to terminate the TSA and the SMA without basis, GER has breached the Contracts.

114. GER's purported basis for terminating the TSA—due and unpaid amounts in excess of 5% of the Contract Price—has no basis in fact, law, or the plain language of the TSA.

115. Pursuant to Sub-Clause 2.4.8 of the TSA, amounts determined by the Engineer may either “be paid within thirty (30) days after [GER] receives an invoice” or “may be withheld from any payments that would otherwise be due to” GER.

116. To date, the Engineer has determined approximately \$853 million in claims in favor of VW. VW has withheld approximately \$308 million of such amounts from payments that would otherwise have been due” to GER.

117. The plain language of the TSA permits VW to withhold amounts owed to GER from amounts due to VW pursuant to claims that have been determined by the Engineer. Such withheld amounts are no longer “due” to GER.

118. Because VW does not owe GER amounts in excess of 5% of the Contract Price, GER has no basis to terminate the TSA under Sub-Clause 16.2.1(b).

119. GER's purported termination of the TSA is its stated ground for terminating the SMA. Because GER cannot validly terminate the TSA, its termination of the SMA is also invalid.

120. As a result of GER's invalid termination, VW and the public will suffer actual and irreparable harm.

121. VW, as specifically allowed under Sub-Clause 20.8.1 of the TSA and Sub-Clause 19.7 of the SMA, therefore requests a permanent injunction enjoining GER from failing to perform under the Contracts on the basis of the invalid Termination Notice. VW also requests a temporary restraining order and/or preliminary injunction enjoining the same conduct until such time as permanent relief may issue.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant judgment in its favor and against Defendant on all Counts and that the Court grant Plaintiff the following relief:

- a. A declaration that the Termination Notice purportedly issued by GER dated February 27, 2026 is in breach of contract and invalid and that the Contracts remain in force.
- b. A temporary restraining order, preliminary injunction, and permanent injunction enjoining GER from failing to perform under the Contracts on the basis of the invalid Termination Notice dated February 27, 2026.
- c. Award Plaintiff its attorney fees, costs, and expenses incurred in association with this action to the extent permitted by law.
- d. Award Plaintiff such other relief as this Court may deem just and appropriate.

Dated: April 8, 2026

Respectfully submitted,

VINEYARD WIND 1, LLC

By its attorneys:

/s/ Jack W. Pirozzolo

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VERIFICATION

I, Klaus Skoust Møller, hereby declare under the pains and penalties of perjury that the factual allegations contained in this Verified Complaint for Injunctive and Declaratory Relief are true and accurate to the best of my knowledge, information, and belief, on this 8th day of April, 2026.

A handwritten signature in black ink, appearing to read 'Klaus Skoust Møller', is written over a horizontal line.

Klaus Skoust Møller

Appendix 1

Payment Certificate	GER Invoice No.	GER Invoice Date	GER Invoice Amount	VW Withholding Amount	GER Invoice Due Date	
Nacelles #25, 28, 29, 36 & 50	2640000091	7/25/2024	\$18,214,943.10	\$18,214,943.10	9/8/2024	V
Tower Sets #40-46	2640000089	7/24/2024	\$10,928,965.88	\$10,928,965.88	9/22/2024	V
Tower Sets #47-48	2640000090	7/24/2024	\$3,122,561.68	\$3,122,561.68	9/22/2024	V
Tower Sets #49-52	2640000092	7/25/2024	\$6,245,123.36	\$6,245,123.36	9/23/2024	V
Tower Set #53	2640000093	7/25/2024	\$1,561,280.84	\$1,561,280.84	9/23/2024	V
Tower Set #54	2640000109	9/10/2024	\$1,561,280.84	\$1,561,280.84	11/9/2024	V
Nacelles #27, 30, 31, 41, 51 & 52	2640000115	3/20/2025	\$21,857,931.72	\$21,857,931.72	5/4/2025	V
Tower Set #57-62	2640000114	3/20/2025	\$9,367,685.04	\$9,367,685.04	5/19/2025	V
Tower Sets #55-56	2640000113	3/20/2025	\$3,122,561.68	\$3,122,561.68	5/19/2025	V
Installation - AQ-41	2640000116	6/5/2025	\$1,998,439.47	\$1,998,439.47	7/5/2025	V
Installation - AM-38	2640000117	6/5/2025	\$1,998,439.47	\$1,998,439.47	7/5/2025	V
Installation - AQ-40	2640000118	6/5/2025	\$1,998,439.47	\$1,998,439.47	7/5/2025	V
Nacelles #39, 53, 54, 55	2640000119	7/31/2025	\$14,571,954.48	\$14,571,954.48	8/30/2025	V
Installation - AN-39	2640000120	8/28/2025	\$1,998,439.47	\$1,998,439.47	9/27/2025	V
Nacelles #37, 40, 42, 43, 44, 45	2640000132	9/17/2025	\$21,857,937.72	\$21,857,937.72	11/16/2025	V
Installation - AR-42	2640000121	9/3/2025	\$1,998,439.47	\$1,998,439.47	10/3/2025	V
Installation - AQ-42, AL-38, AM-39	2640000123	9/4/2025	\$5,995,318.41	\$5,995,318.41	11/3/2025	V
Load Outs - AR-42, AQ-40, AQ-41, AQ-42	2640000122	9/15/2025	\$10,408,538.92	\$10,408,538.92	10/27/2025	V
Installation - AP-40	2640000124	9/16/2025	\$1,998,439.47	\$1,998,439.47	11/15/2025	V
Installation - AN-36	2640000125	9/16/2025	\$1,998,439.47	\$1,998,439.47	11/15/2025	V
Installation - AP-35	2640000126	9/16/2025	\$1,998,439.47	\$1,998,439.47	11/15/2025	V
Installation - AP-41	2640000127	9/16/2025	\$1,998,439.47	\$1,998,439.47	11/15/2025	V
Installation - AQ-35	2640000128	9/16/2025	\$1,998,439.47	\$1,998,439.47	11/15/2025	V
Installation AS-38 & RFLO AP-40	2640000129	9/16/2025	\$ 4,600,574.2	\$ 4,600,574.2	11/15/2025	V
RFLO - AN-36	2640000130	9/16/2025	\$2,602,134.73	\$2,602,134.73	11/15/2025	V
RFLO - AP-35	2640000131	9/16/2025	\$2,602,134.73	\$2,602,134.73	11/15/2025	V
RFLO - AM-39	2640000133	9/17/2025	\$2,602,134.73	\$2,602,134.73	11/16/2025	V
Nacelles #38, 56, 57, & 60	2640000143	10/8/2025	\$14,571,954.48	\$14,571,954.48	12/7/2025	V
Commissioning - AM-38	2640000134	10/3/2025	\$1,977,622.40	\$1,977,622.40	12/2/2025	V
Commissioning - AQ-40	2640000135	10/3/2025	\$1,977,622.40	\$1,977,622.40	12/2/2025	V
Commissioning - AQ-41	2640000136	10/3/2025	\$1,977,622.40	\$1,977,622.40	12/2/2025	V
Commissioning - AL-38	2640000137	10/3/2025	\$1,977,622.40	\$1,977,622.40	12/2/2025	V
Commissioning - AR-36	2640000138	10/3/2025	\$1,977,622.40	\$1,977,622.40	12/2/2025	V
Installation - AP-37	2640000139	10/8/2025	\$1,998,439.47	\$1,998,439.47	12/7/2025	V
Installation - AR-36	2640000140	10/8/2025	\$1,998,439.47	\$1,998,439.47	12/7/2025	V
RFLO - AN-39	2640000141	10/8/2025	\$2,602,134.73	\$2,602,134.73	12/7/2025	V
RFLO - AL-38	2640000142	10/8/2025	\$2,602,134.73	\$2,602,134.73	12/7/2025	V
Installation - AQ-38	2640000144	10/29/2025	\$1,998,439.47	\$1,998,439.47	12/28/2025	V
RFLO - AP-41	2640000145	11/14/2025	\$2,602,134.73	\$2,602,134.73	1/13/2026	V
RFLO - AQ-35	2640000146	11/14/2025	\$2,602,134.73	\$2,602,134.73	1/13/2026	V

Payment Certificate	GER Invoice No.	GER Invoice Date	GER Invoice Amount	VW Withholding Amount	GER Invoice Due Date	
Commissioning - AM-39	2640000147	11/14/2025	\$1,977,622.40	\$1,977,622.40	1/13/2026	V
Commissioning - AP-40	2640000148	11/14/2025	\$1,977,622.40	\$1,977,622.40	1/13/2026	V
Commissioning - AP-35	2640000149	11/14/2025	\$1,977,622.40	\$1,977,622.40	1/13/2026	V
Commissioning - AS-36	2640000150	11/14/2025	\$1,977,622.40	\$1,977,622.40	1/13/2026	V
Commissioning - AN-39	2640000151	11/14/2025	\$1,977,622.40	\$1,977,622.40	1/13/2026	V
Installation - AS-36	2640000152	12/3/2025	\$1,998,439.47	\$1,998,439.47	2/1/2026	V
Installation - AQ-37	2640000153	12/3/2025	\$1,998,439.47	\$1,998,439.47	2/1/2026	V
RFLO - AP-36	2640000154	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
RFLO - AR-36	2640000155	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
RFLO - AP-37	2640000156	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
RFLO - AQ-37	2640000157	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
RFLO - AT-38	2640000158	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
RFLO - AU-37	2640000159	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
RFLO - AU-36	2640000160	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
Installation - AU-37	2640000161	12/9/2025	\$1,998,439.47	\$1,998,439.47	2/7/2026	V
Installation - AT-35	2640000162	12/9/2025	\$1,998,439.47	\$1,998,439.47	2/7/2026	V
RFLO - AS-38	2640000163	12/9/2025	\$2,602,134.73	\$2,602,134.73	2/7/2026	V
Commissioning - AQ-34	2640000164	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AR-35	2640000165	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AT-38	2640000166	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AP-41	2640000167	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AS-38	2640000168	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AN-37	2640000169	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AQ-42	2640000170	12/17/2025	\$1,977,622.40	\$1,977,622.40	2/15/2026	V
Commissioning - AP-39	2640000171	1/7/2026	\$1,977,622.40	\$1,977,622.40	3/8/2026	V
RFLO - AS-37	2640000172	1/7/2026	\$2,602,134.73	\$2,602,134.73	3/8/2026	V
RFLO - AV-37	2640000173	1/7/2026	\$2,602,134.73	\$2,602,134.73	3/8/2026	V
Installation - AP-36	2640000174	1/7/2026	\$1,998,439.47	\$1,998,439.47	3/8/2026	V
Installation - AR-35	2640000175	1/7/2026	\$1,998,439.47	\$1,998,439.47	3/8/2026	V
Installation - AT-38	2640000176	1/7/2026	\$1,998,439.47	\$1,998,439.47	3/8/2026	V
Installation - AU-36	2640000177	1/7/2026	\$1,998,439.47	\$1,998,439.47	3/8/2026	V
Commissioning - AQ-38	2640000178	1/7/2026	\$1,977,622.40	\$1,977,622.40	3/8/2026	V
Commissioning - AS-40	2640000179	1/7/2026	\$1,977,622.40	\$1,977,622.40	3/8/2026	V
Commissioning - AS-34	2640000180	1/7/2026	\$1,977,622.40	\$1,977,622.40	3/8/2026	V
Commissioning - AU-37	2640000181	1/7/2026	\$1,977,622.40	\$1,977,622.40	3/8/2026	V
Commissioning - AR-34	2640000182	1/7/2026	\$1,977,622.40	\$1,977,622.40	3/8/2026	V
Installation - AS-34	2640000184	1/7/2026	\$1,998,439.47	\$1,998,439.47	3/8/2026	V
Nacelles #58, 59, 61 & 62	2640000185	1/23/2026	\$14,571,954.48	\$14,571,954.48	3/9/2026	V
Installation - AV-37	2640000186	1/23/2026	\$1,998,439.47	\$1,998,439.47	3/24/2026	V
Installation - AS-32	2640000187	1/23/2026	\$1,998,439.47	\$1,998,439.47	3/24/2026	V
RFLO - AR-34	2640000188	1/23/2026	\$2,602,134.73	\$2,602,134.73	3/24/2026	V
RFLO - AR-35	2640000189	1/23/2026	\$2,602,134.73	\$2,602,134.73	3/24/2026	V

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Payment Certificate	GER Invoice No.	GER Invoice Date	GER Invoice Amount	VW Withholding Amount	GER Invoice Due Date	
RFLO - AS-34	2640000190	1/23/2026	\$2,602,134.73	\$2,602,134.73	3/24/2026	V
Total:			\$308,051,123.91	\$308,051,123.91		