

This **Community Benefits Agreement** (“Agreement”) is made effective as of _____, 2018 by and between (i) Deepwater Wind South Fork, LLC (“Developer”) and (ii) the Town of East Hampton (the “Town”) and The Trustees of the Freeholders and Commonalty of the Town of East Hampton (the “Trustees”; and together with the Town, the “Community”).

WHEREAS, Developer is developing an offshore wind farm in federal waters over 30 miles east of East Hampton, NY (the “Wind Farm”) to deliver power to an existing LIPA substation located on Cove Hollow Road in East Hampton;

WHEREAS, the Wind Farm will deliver its output to the substation via an export cable (the “Cable”) and Interconnection Facilities (hereafter defined; and together with the Wind Farm and the Cable, the “Project”), portions of which are planned to be installed within rights-of-way of certain Town-owned roads and beneath the public beach and parking lot at the end of Beach Lane in Wainscott;

WHEREAS, portions of the Cable installation and construction of the Interconnection Facilities will require, among other permits and consents, approval by the New York State Public Service Commission (the “Commission”) in accordance with the Large Transmission Facilities Siting Procedure established by Article VII of the New York State Public Service Law;

WHEREAS, the Cable shall comply with the standards/guidelines for electromagnetic fields established by the Commission, the World Health Organization and the International Commission on Non-ionizing Radiation Protection;

WHEREAS, Developer will use installation methods that are reasonable, safe, customary for projects of this type, and in conformance with applicable laws and regulations; and

WHEREAS, Developer and the Community desire to enter into this Agreement to memorialize the Parties commitments in connection with the development of the Project.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS, RULES OF INTERPRETATION, ORDER OF PRECEDENCE.

1.1. Definitions. All capitalized terms used but not otherwise defined in this Agreement shall, unless expressly otherwise stated, have the respective meanings set forth below.

“Affiliate” means a corporation, company or other entity directly or indirectly Controlling or Controlled by a Party.

“Agreement” means this Agreement, any attachments hereto, and any other documents incorporated herein by reference, as the context requires.

“Beach” means that area where the Town’s jurisdiction ends at Beach Lane in Wainscott seaward, where the Town and/or the Trustees have, or may have, jurisdiction, and is generally the area from the crest of the dunes to mean low water.

“Control” means ownership of: (a) at least fifty percent (50%) of outstanding shares or securities; or (b) at least fifty percent (50%) of the ownership interest representing the right to make the decisions for such entity. Such entity shall be deemed to be an Affiliate only for the periods, either now or in the future, in which such ownership or control exists.

“Force Majeure” shall mean an event or circumstance that wholly or partly prevents or delays the performance of any obligation by a Party, but only if and to the extent that: (i) such event is not within the reasonable control, directly or indirectly, and not the fault of or caused by the claiming Party and could not have reasonably been provided against by the claiming Party; (ii) such event, despite the exercise of reasonable diligence, cannot be prevented or avoided by the claiming Party; and (iii) such event, despite the exercise of reasonable due diligence, could not be foreseen. The failure of a subcontractor to perform shall not be a Force Majeure Event unless such failure was caused by a Force Majeure Event.

“Interconnection Facilities” shall mean those facilities to be constructed by Developer at the East Hampton substation to transfer power between the Cable and the bulk electric system, including appurtenant structures and improvements, excluding, however, any facilities owned and/or operated by LIPA, NYISO and/or PSEG.

“Party” shall mean Developer, the Town or the Trustees, as applicable.

“Person” means any natural person, corporation, limited liability company, partnership, firm, association, governmental authority or any other entity whether acting in an individual, fiduciary or other capacity.

“Project Financing” means the date upon which Developer (or a Related Party) has entered into definitive debt and equity agreements for the provision of an aggregate amount of committed funds for the Project, which are sufficient to pay all expected costs through the commencement of commercial operations for the development, design, engineering, construction, start-up and testing of the Project, and each of the conditions precedent under the financing documents has been satisfied or waived, and the initial draws thereunder to be made at the commencement of construction (or prior thereto) have been made.

“Related Party” shall mean any Affiliate of Developer.

1.2. Rules of Interpretation. In this Agreement, unless the context indicates otherwise expressly provided:

- (a) The singular includes the plural and the plural includes the singular.
- (b) Words of the masculine gender include correlative words of the feminine and neuter genders.

- (c) References to statutes, laws or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, law or regulation referenced.
- (d) References to “writing” include printing, typing, lithography, facsimile reproduction, electronic mail, portable document formats and other means of reproducing words in a tangible visible form.
- (e) The words “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, unreasonably conditioned, or unduly delayed,” except as the context or express reference may otherwise require.
- (f) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import.
- (g) References to articles, sections (or subdivisions of sections) or annexes are references to articles, sections (or subdivisions of sections) or annexes of this Agreement and are incorporated by reference unless otherwise indicated.
- (h) References to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such agreements and other instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement.
- (i) References to Persons include their respective successors and permitted assigns.
- (j) The headings or captions used in this Agreement are for convenience of reference only and do not define, limit or describe any of the provisions hereof or the scope or intent hereof.

2. PURPOSE; DEVELOPER COMMITMENTS.

2.1. Purpose. This Article sets forth Developer’s undertakings to improve the local area and benefit the Community. Developer’s undertakings set forth in this Article 2 are subject to and granted in consideration of the Town’s and the Trustees’ agreements as set forth in Articles 3 and 4 respectfully.

2.2. Local Economic Development.

- (a) If a suitable location is identified and available for lease or purchase, on commercially reasonable terms consistent with the Project budget prior to the date of initial funding of the Project Financing, Developer will require its turbine maintenance contractor to establish and maintain in Montauk, until the Wind Farm ceases commercial operations, the operations and maintenance facility for the Wind Farm, which shall also serve as a base for the Project’s crew transfer vessel(s).
- (b) Developer will make good faith efforts to make qualified residents of the Town of East Hampton aware of job openings in connection with the operations and maintenance facility.

2.3. Ocean Industries Sustainability Program. Within 90 days of the date of initial funding of the Project Financing, the Town will select an independent entity to establish an Ocean Industries Sustainability Program for the purpose of promoting interdisciplinary scientific, applied research and local economic development activities related to the (i) implementation of enacted regulatory and legislative reform which promotes the economic sustainability of the Long Island commercial fishing industry, including but not limited to improved access to the fishery; and (ii) the interaction between the offshore wind industry, including the Wind Farm, and the Long Island commercial fishing industry.

Within 90 days of the date that such independent entity has established the Ocean Industries Sustainability Program, Developer will make a one-time contribution of two million dollars (\$2,000,000) to such program.

2.4. Inshore Fisheries Resource Assistance Fund. Within 90 days of the date of initial funding of the Project Financing, Developer will make a one-time contribution to the Town of one million dollars (\$1,000,000) to establish an Inshore Fisheries Resource Assistance Fund. This fund shall be managed and overseen by the Town or its designee for the purpose of promoting the economic sustainability of the local inshore fishing community, and it may be used to help underwrite the cost of facilities, programming and/or studies consistent with this purpose. Developer will support the Town's and Trustees' efforts to obtain matching funds from state and federal agencies.

2.5. Wainscott Infrastructure Improvements.

(a) Developer will fund the burial of the existing overhead utility (electric distribution, telephone, internet and cable) lines ("Overhead Utility Lines") and removal the poles located along Beach Lane and portions of Wainscott Main Street from Wainscott Hollow Road to Sayre's Path, as shown in Appendix A (the "Improvement Corridor") as set forth in this Section 2.5.

(b) Developer will contract directly with PSEG Long Island and/or LIPA to bury the existing Overhead Utility Lines and remove the poles identified along that portion of the Improvement Corridor identified in Appendix A as "Developer's Improvement Area."

(c) Developer will reimburse the Town for its reasonable and documented costs incurred in connection with PSEG Long Island's and/or LIPA's burial of the existing Overhead Utility Lines and pole removal along that portion of the Improvement Corridor identified in Appendix A as "Town's Improvement Area." The Town will be responsible for managing such burial work in the Town's Improvement Area and will nominate a project manager to oversee such work. Developer will reimburse the Town, from time to time, for the cost of such project manager, up to a maximum of \$250,000.

(d) Prior to the commencement of the burial of the Overhead Utility Lines in the Improvement Corridor, the Town shall make a one-time offer to the owners of residences whose residential utility connections are not buried and directly connected to poles located along the Improvement Corridor. If the owners of such residences provide the Town's project manager written consent to such burial without stipulations or conditions prior to the commencement of the burial of the Overhead Utility Lines in the Town's Improvement Area, Developer will reimburse the Town for

its documented costs incurred in connection with the burial of utility connections to such residences located along the Improvement Area.

(e) The Town shall begin executing the burial of the Overhead Utility Lines within the Town's Improvement Area after receiving a written notice to proceed from Developer. Developer will issue such notice to proceed after the initial funding of the Project Financing. Developer and the Town will cooperate with PSEG Long Island and/or LIPA to complete such work prior to Developer's start of onshore construction. If PSEG Long Island and LIPA are unable to complete such work prior to Developer's start of onshore construction, the Town will require that PSEG Long Island and LIPA suspend their operations until such time as Developer has completed its onshore construction.

(f) As a condition to Developer's obligation to reimburse the Town as set forth in subsection above, the Town shall cooperate with Developer, PSEG Long Island and/or LIPA to provide any information, permits, easements, rights-of-way or other consents and approvals that may be desired or necessary to execute the utility burial work within the Improvement Corridor.

(g) Upon request, the Town shall make available to Developer information that is in the possession of the Town and is necessary in order for Developer to verify the costs incurred by the Town for which it is requesting reimbursement.

(h) The time of year work restrictions set forth in Section 3.1 will not apply to the work contemplated by this Section 2.5.

2.6. Wainscott Water Infrastructure Fund. Within 90 days of the date of initial funding of the Project Financing, Developer will make a one-time contribution to the Town of one million dollars (\$1,000,000) to establish a Wainscott Water Infrastructure Fund. Such fund will be administered by the Town for use in implementing water infrastructure improvements, as determined by the Town, in the hamlet of Wainscott.

2.7. Fisheries Liaison. Developer, or a Related Party, will employ an individual to facilitate communication from time to time between Developer and members of the East Hampton commercial fishing community until such time as the Wind Farm ceases commercial operations.

2.8. Marine Infrastructure Management and Improvement Fund. Annually, following the commencement of commercial operations of the Wind Farm (defined as the sale of energy to LIPA pursuant to the power sales agreement between Developer and LIPA), Developer will contribute to the Town, on behalf of the Trustees, seventy-five thousand dollars (\$75,000), for the greater of twenty (20) years or until such time as the Wind Farm ceases commercial operations, to establish a Marine Infrastructure Management and Improvement Fund. The first contribution shall be due and payable on the first day of the calendar quarter following the commencement of commercial operations of the Wind Farm. Each subsequent annual contribution will be made on or prior to the anniversary date of the first payment. This fund shall be administered by the Town for the benefit of the Trustees.

2.9. Energy Sustainability and Resiliency Fund. Within 90 days of the date of initial funding of the Project Financing, Developer will make a one-time contribution to the Town of two hundred thousand dollars (\$200,000) to establish an Energy Sustainability and Resiliency Fund. The

purpose of such fund is to support policies and programs that assist the Town's transition to 100% renewable energy, or which increases the resiliency of the Town's energy resources and distribution networks. This fund shall be administered by the Town.

2.10. Design of Interconnection Facilities.

(a) The installation and operation of the Interconnection Facilities will be permitted by the Commission and the New York State Department of Environmental Conservation. Developer shall endeavor to design and construct the Interconnection Facilities to conform to applicable Town land use laws and regulations.

(b) Developer agrees that each Interconnection Facility structure, *except for* protection devices and poles/overhead lines, if any, connecting to the Interconnection Facilities, shall be constructed to a height less than or equal to thirty-five (35) feet measured from grade at the location of such Interconnection Facility structure. The height of protection devices (including lightning) and poles/overhead lines may exceed 35 feet; provided that Developer shall use reasonable efforts to ensure that protection devices do not exceed approximately fifty (50) feet in height measured from grade at the location of such protection devices and provided further that the height of poles/overhead lines will be dictated by the National Electric Safety Code.

(c) Prior to the commencement of construction of the exterior wall surrounding the Interconnection Facilities, Developer shall provide to the Town Architectural Review Board a design of such exterior wall; and, will consider adopting into such design any comments offered by the Town Architectural Review Board.

2.11. Article VII. Developer shall not object to the Town or the Trustees intervening in the Commission's Article VII review of the Project.

2.12. Reporting. Commencing on June 30, 2018 and thereafter bi-annually until Developer starts the physical offshore construction of the Wind Farm (defined as the deployment of vessels to install the foundations for the wind turbine generators), Developer will provide a bi-annual progress report to the Community on the status of development of the Project. During any period when offshore construction is underway, but no onshore construction is underway, Developer will provide monthly progress reports to the Community on the status of the offshore construction of the Project. During any period when onshore construction is underway, Developer shall provide weekly progress reports to the Community on the status of the construction of the Project. Developer shall deliver to the Community a final report together with the As-Built Drawings referenced in Sections 3.1(f) and 3.2(d). The form of report is set forth as Appendix B.

2.13. Payments. All payments pursuant to this Article 2 shall be made by wire transfer. As a condition to Developer's payment obligations under this Article 2, (i) each referenced fund shall be formally established by the administrator of the fund, (ii) each administrator of a fund shall deliver documentation to Developer that the fund has been duly established in accordance with all applicable laws, and (iii) each recipient of funds shall deliver to Developer such documentation as Developer may reasonably request to administer such payments, including, without limitation, a form W-9 if applicable.

3. EASEMENT AND LEASE.

3.1. Road Easement. As a condition to Developer's undertakings set forth in Article 2, the Town will grant Developer an easement (the "Road Easement") to install portions of the Cable within the boundaries of the roads identified in Appendix C and for access to portions of the Cable that are not located within the boundaries of Town roads. The Road Easement shall establish technical specifications including minimum burial depth and maximum width of the final Cable. Developer will consult with the Town to minimize disturbances to the unpaved areas within the Town-owned rights of way and to restore such areas in accordance with subsection 3.1(e) below. The Road Easement will include temporary easements for purposes of (a) temporary field offices; (b) construction laydown, marshaling, staging storage, and fabrication of vessels, pipe, valves, meters and other equipment; (c) parking of motor vehicles and (d) any other lawful use necessary or in connection with the installation of the Developer's facilities.

(a) All ground disturbing construction activity within the grant of the Road Easement will take place during the period beginning on or after the Tuesday following Labor Day and ending on or before the Friday before Memorial Day. Any ground disturbing construction activity in the Road Easement outside of the period between Tuesday following Labor Day and ending on or before the Friday before Memorial Day will require the written approval of the Town. Accessing the man-holes associated with the Cable for purposes of testing, repair, splicing, hook-up or energization shall not be considered a ground disturbing construction activity.

(b) If Developer is delayed in the final pull-in of the Cable to the transition vault that will be located within the grant of the Road Easement at Beach Lane due to circumstances beyond Developer's reasonable control, the Town agrees that it will not unreasonably withhold, condition or delay its consent to Developer completing the installation of the Cable after Memorial Day provided, that such work shall not be performed during any weekend.

(c) Construction within the grant of the Road Easement will include the use of horizontal directional drilling (HDD) (i) from a location along Beach Lane to drill a bore hole and to install HDD conduit in such bore hole and (ii) to install the Cable under Route 27.

(i) In connection with such drilling activities, Developer will use reasonable efforts to comply with the Town's daytime sound requirements in effect on the date hereof to mitigate the sound and light resulting from such drilling operations on Beach Lane, including adding temporary sound mitigating walls.

(ii) All drilling operations will take place during the period beginning on or after November 1 and ending by or before March 31. During that period, normal drilling operations will be conducted between 7 AM and 7 PM, except when Developer is conducting drilling or other activities (A) for safety reasons, (B) to protect life and/or property, or (C) to protect the structural integrity of the bore hole or to prevent damage to or loss of the bore hole.

(iii) Installation of the HDD conduit may be performed on a 24x7 basis. Developer will provide notice to the Town prior to the commencement of the installation of the HDD conduit.

(iv) Pulling the Cable through the HDD conduit to the transition vault that will be located within the grant of the Road Easement at Beach Lane may be performed on a 24x7 basis.

(d) During the period of onshore construction, Developer will use, and will cause its contractors to use, commercially reasonable efforts to maintain at least one travel lane of traffic in the section(s) of the Town-owned roads in which its crews are working; provided, however that the Town acknowledges that during certain portions of the work temporary road closures may be necessary. For all work on the Town-owned roads, Developer will implement a traffic management plan which will address, among other things, any required temporary road closures. The traffic management plan will be subject to the approval of the East Hampton Highway Department and the East Hampton Police Department, which will not be unreasonably conditioned, withheld or delayed.

(e) Developer will restore Town-owned roads located within the grant of the Road Easement which are disturbed in connection with Developer's installation of the Cable to operable condition as soon as practicable, provided that such restoration will initially consist of temporary patch material in sections of the Town-owned roads beneath which the Cable was installed. In the first offseason following the later of the completion of installation of the Cable and the completion of the burial work in the Improvement Corridor, Developer will restore the Town-owned roads in which the Cable was installed, including repaving and restoring the shoulders, in accordance with the requirements of the East Hampton Highway Department.

(f) Following the completion of construction and installation of the Cable, Developer shall provide As-Built Drawings to the Town identifying the final installed location of the Cable within the grant of the Road Easement.

(g) The Town acknowledges that the value of Developer's undertakings set forth in Article 2 and 3 hereof constitutes full consideration for the Road Easement.

3.2. Beach Lease. As a condition to Developer's undertakings set forth in Article 2, the Town and the Trustees will jointly and severally grant Developer a lease (the "Beach Lease") to install portions of the Cable within the boundaries of the Beach identified in Appendix D. The Beach Lease shall establish technical specifications including minimum burial depth and maximum width of the installed Cable.

(a) The Cable will be installed under the Beach in a HDD conduit that will not exceed twenty-four (24) inches in diameter. The Cable will be installed to a depth that is at least thirty (30) feet beneath the Beach, which will be established by a measurement at the edge of pavement on the seaward side of the paved parking lot at the end of Beach Lane and at the mean low water mark above where the Cable is buried.

(b) The only construction activity that will occur on the face of or in the surf zone of the Beach will be pulling the HDD conduit offshore. Developer will give notice to the Town prior to the commencement of such activity.

(c) Other than temporary closures for purposes of safety or in connection with pulling the HDD conduit offshore, Developer will maintain public access to the Beach during the full period of the construction within the grant of the Beach Lease.

(d) Following the completion of construction and installation of the Cable, Developer shall provide As-Built Drawings to the Community identifying the final installed location of the Cable within the grant of the Beach Lease.

(e) The Town and the Trustees acknowledge that the value of Developer's undertakings set forth in Article 2 and 3 hereof constitutes full consideration for the Beach Lease.

3.3. Form of Road Easement and Beach Lease. The Road Easement and the Beach Lease will be substantially in the form attached hereto as Exhibit 1 and Exhibit 2, respectfully.

4. [RESERVED]

5. DEFAULT; REMEDIES.

5.1. Events of Default. The occurrence of any of the following events shall constitute an event of default (individually, an "Event of Default") hereunder:

(a) any representation or warranty made by a Party herein is false or misleading when made or when deemed made or repeated,

(b) a Party fails to perform any covenant or obligation set forth in this Agreement, including without limitation the failure to make shipment of items or fails to perform the Work within the time specified herein,

5.2. Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may, upon written notice to defaulting Party, terminate, cancel or suspend this Agreement, in whole or in part and without liability.

5.3. No Consequential Damages. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND REGARDLESS OF THE EXISTENCE OF INSURANCE WHICH MAY COVER LIABILITY FOR SUCH DAMAGES.**

6. RESPONSIBILITY.

6.1. Responsibility. Each Party shall be solely responsible for the safety and protection of its persons and property and shall comply with all applicable federal, state, local and safety laws and regulations.

6.2. Costs. Each Party will carry its own costs incurred in connection with the negotiation and execution of the Agreement, the Road Easement and the Beach Lease.

7. REPRESENTATIONS AND WARRANTIES.

7.1. General-Corporate. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the state of its organization and in each jurisdiction where it is required to be qualified as a foreign organization or entity; (b) it has all requisite power to own, operate and lease its properties and carry on its business as now conducted; (c) it has all regulatory approvals necessary for it to legally perform its obligations under this Agreement; (d) the

execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any Law applicable to it; (e) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with the terms thereof; (f) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (g) there are no legal proceedings that would be reasonably likely to materially adversely affect its ability to perform this Agreement; and (h) it has knowledge and experience that enable it to evaluate the merits and risks of this Agreement.

7.2. Waiver. Each of the Town and the Trustees represents and warrants that it is subject to the civil and commercial law specified in Section 9.2 with respect to its obligations under this Agreement, and its execution, delivery and performance of this Agreement constitute private and commercial acts. Each of the Town and the Trustees is an entity with the legal capacity to sue and be sued. Each of the Town and the Trustees has, pursuant hereto, validly waived every immunity (sovereign or otherwise) to which it or any of its properties would otherwise be entitled from any legal action, suit or proceeding from jurisdiction of any court or from setoff or any legal process (whether service or notice, pre-award or prejudgment attachment in aid of execution of judgment, execution of judgment or otherwise) under the laws of the state of its organization and the United States in respect of its obligations under this Agreement.

8. EXCUSABLE DELAYS. No Party shall be liable for damages resulting from Force Majeure. In the event of Force Majeure, the claiming Party shall provide written notice to the other Party(ies) after the claiming Party first has knowledge of or becomes aware of the circumstances of such Force Majeure. Thereafter, the claiming Party shall provide a detailed assessment of the delay, and periodic updates to such assessment as mutually agreed to by the parties. The delay shall be no longer than necessary.

9. MISCELLANEOUS.

9.1. Notices. All notices, requests and other communications required or permitted by this Agreement or by Law to be served upon or given to a Party by the other Party shall be deemed duly served and given (i) when received after being delivered by hand or courier service, (ii) on the date sent by confirmed facsimile or e-mail if sent prior to 4:00 p.m., recipient's time and on the next business day if sent after 4:00 p.m., recipient's time, or (iii) when received if sent by certified mail, return receipt requested, postage prepaid, to the address set forth below the Party's signature. Each Party may change its address for the purposes of this Section by giving notice of change to the other Party in the manner provided in this Section. All notices, requests and other communications required in connection with a Task Order shall made by and between the Client Representative and Contractor Representative.

9.2. Governing Law. **This Agreement, any disputes or claims arising out of or relating to this Agreement, and any questions concerning its validity, construction or performance shall be governed by the substantive laws of the State of New York without regard to its conflict of law principles (other than Section 5-1401 of the New York General Obligations Law). Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or in connection with this Agreement.**

The foregoing choice of governing law shall, unless otherwise specified, apply to all subcontracts entered into pursuant to this Agreement and to all insurance contracts required to be maintained by Contractor in accordance with this Agreement.

9.3. Successors and Assigns. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the Parties and their respective successors and permitted assigns.

9.4. No Partnership or Third Party Beneficiaries. Nothing contained in this Agreement shall be construed or constitute any Party as the employee, agent, partner, joint venturer or contractor of any other Party. This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and their permitted successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

9.5. Non-Discrimination. No Party shall deny this Agreement's benefits to any person on the basis of race, religion, color, national origin, ancestry, ethnic group identification, physical handicap, mental disability, medical condition, marital status, age, gender, sexual orientation or sexual identification, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, ethnic group identification, physical handicap, mental disability, medical condition, marital status, age, gender, sexual orientation or sexual identification.

9.6. Currency. All payments hereunder shall be in U.S. dollars. All insurance contracts required to be maintained hereunder by Contractor shall be denominated in U.S. dollars.

9.7. Counterparts. This Agreement may be executed by the Parties in one or more counterparts or duplicate originals, all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement or a signature page hereto bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall have the same effect as physical delivery of the paper document bearing the original signature. "Original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

9.8. Other. The terms and provisions of this Agreement, appendices or exhibits, may only be modified, amended or supplemented by written agreement duly executed by each Party. No failure or delay by a Party in exercising any right hereunder and no course of dealing between the Parties shall operate as a waiver thereof. No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach. If any provision of this Agreement for any reason shall be held invalid, illegal or unenforceable by any governmental authority, then such holding shall not invalidate or render unenforceable any other provision hereof and such portions shall remain in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable portion. If any provision of this Agreement is declared invalid, illegal or unenforceable, then the parties shall promptly renegotiate to restore this Agreement as near as possible to its original intent and effect. This Agreement supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

Deepwater Wind South Fork, LLC

By: _____
Title:

Address:
56 Exchange Terrace, Suite 300
Providence, RI 02903 USA
Attn: General Counsel

Town of East Hampton

By: _____
Title:

Address:

The Trustees of the Freeholders and Commonalty of the Town of East Hampton

By: _____
Title:

Address:

APPENDIX B
FORM OF STATUS REPORT

Status Report

Prior to the start of physical offshore construction of the Wind Farm (defined as the deployment of vessels to install the foundations for the wind turbine generators):

- Status of permitting and significant Project permits obtained during the prior reporting period:
- Status of the Project Financing for the Project:

During periods of physical construction of the Wind Farm:

- Status of construction and significant construction milestones for the Project achieved during the prior reporting period:
- Events during the prior reporting period expected to result in delays in commercial operations of the Project:
- Current projection for commercial operations of the Project:

APPENDIX C ROAD EASEMENT

The Cable will be installed within sections of the following Town-owned roads, as shown in Route Maps attached hereto.

OPTION 1:

- From the Beach at the end of Beach Lane, along **Beach Lane** to its intersection with Main Street;
- Then, along **Wainscott Main Street**, from its intersection with Beach Lane to its intersection with Sayre's Path;
- Then along **Sayre's Path**, from its intersection with Main Street to its intersection with Wainscott Stone Road;
- Then along **Wainscott Stone Road**, from its intersection with Sayre's Path to its intersection with Wainscott Northwest Road;
- Then along **Wainscott Northwest Road**, from its intersection with Wainscott Stone Road to its intersection with the MTA Long Island Rail Road, accounting for the crossing of U.S. Rte 27;
- Then following the MTA Long Island Rail Road right of way and crossing **Daniels Hole Road**, under the MTA Long Island Rail Road right of way;
- Then following the MTA Long Island Rail Road right of way and crossing **Stephen Hands Path**, under the MTA Long Island Rail Road right of way; and
- Then following the MTA Long Island Rail Road right of way and crossing **Buckskill Road**, in or adjacent to the MTA Long Island Rail Road right of way and terminating at Parcel No. 384 known as the East Hampton Generating Plant.

OPTION 2:

- From the Beach at the end of Beach Lane, along **Beach Lane** to its intersection with Main Street;
- Then, along **Wainscott Main Street**, from its intersection with Beach Lane to its intersection with Sayre's Path;
- Then along **Sayre's Path**, from its intersection with Main Street to its intersection with Wainscott Stone Road;
- Then along **Wainscott Stone Road**, from its intersection with Sayre's Path to its intersection with Old Montauk Highway, accounting for the crossing of U.S. Rte 27;
- Then along **Old Montauk Highway**, from its intersection with Wainscott Stone Road to its intersection with Hedges Lane;
- Then along **Hedges Lane**, from its intersection with Old Montauk Highway to its intersection with Daniels Hole Road;
- Then following the MTA Long Island Rail Road right of way and crossing **Daniels Hole Road**, under the MTA Long Island Rail Road right of way;
- Then following the MTA Long Island Rail Road right of way and crossing **Stephen Hands Path**, under the MTA Long Island Rail Road right of way; and

- Then following the MTA Long Island Rail Road right of way and crossing **Buckskill Road**, in or adjacent to the MTA Long Island Rail Road right of way and terminating at Parcel No. 384 known as the East Hampton Generating Plant.

If Developer's engineering, permitting or other project development work identifies other Town-owned properties or rights-of-way that are necessary to connect the Cable to the Substation, the Town will reasonably cooperate to amend the Road Easement to incorporate any such properties or rights-of-way.

EXHIBIT 1
FORM OF ROAD EASEMENT

EXHIBIT 2
FORM OF BEACH LEASE