

**Recording Requested By and  
After Recording Return to:**

Deepwater Wind South Fork, LLC  
C/o Eversource Energy  
107 Selden Street  
Berlin CT, 06037  
Attn: General Counsel

**MEMORANDUM OF LAND LEASE AGREEMENT**

**THIS MEMORANDUM OF LAND LEASE AGREEMENT (“Memorandum”)** made as of March 9, 2021, between the **TRUSTEES OF THE FREEHOLDERS AND COMMONALITY OF THE TOWN OF EAST HAMPTON**, a body politic with offices at 267 Bluff Road, Amagansett, NY (“**Landlord**”) and **DEEPWATER WIND SOUTH FORK LLC**, a Delaware limited liability company with offices at 56 Exchange Terrace, Suite 300, Providence RI, 02903 (“**Tenant**”). By executing and recording this Memorandum, Landlord and Tenant give notice of the following facts. Any person taking any interest in any real property subject to this Memorandum shall do so subject to all documents (including all terms of such documents) and other matters that this Memorandum refers to or discloses.

1. All terms not otherwise defined in this Memorandum shall have the same meaning as defined in the Lease (as hereinafter defined).
2. Landlord and Tenant are parties to that certain Land Lease Agreement dated as of March 9, 2021, as amended, modified, renewed, or extended from time to time (the “**Lease**”), covering certain a portion of the real property and the improvements thereon, if any, which real property is located off of the southern end of Beach Lane, Town of East Hampton, New York and as further described and depicted on Schedule A, attached hereto and made a part hereof (the “**Premises**”).
3. The Lease shall commence upon the later of Tenant’s receipt of the EM & CP or the Bureau of Ocean Energy Management’s Record of Decision.
4. The term of the Lease will be for twenty-five (25) years following the Commercial Operation Date, subject to earlier termination pursuant to the terms of the Lease or applicable law. There are no renewal or extension terms provided for in the Lease. The maximum term of the Agreement does not exceed 49 years.
5. The Tenant Facilities, installed and operated by Tenant at the Premises shall not be deemed a fixture. The Tenant Facilities are Tenant’s personal property, and Landlord has no right, title or interest in the Tenant Facilities. Further, Landlord has waived all right of levy for rent, all claims and demands against the Tenant Facilities and all rights it may have to place a lien on the Tenant Facilities.
6. This Memorandum is prepared, signed, and acknowledged solely for recording purposes under New York law. This Memorandum does not modify, increase, decrease, or in any other way affect the rights, duties, and obligations of Landlord and Tenant under the

Lease. Landlord and Tenant each has rights, duties, and obligations (and conditions to its rights) under the Lease but not stated in this Memorandum. If the Lease and this Memorandum conflict, the Lease governs. Nothing in this Memorandum constitutes any representation or warranty by either party. To the extent, if any, that the Lease limits the liability of either Landlord or Tenant, such limitation shall apply with the same force and effect to any liability of Landlord or Tenant under this Memorandum.

7. The Lease and this Memorandum shall bind and benefit the parties and their successors and assigns. This shall not limit any restrictions on assignment or other transfer in the Lease.
8. This Memorandum shall automatically terminate and be of no force or effect upon any termination of the Lease.
9. Each party shall execute, acknowledge (where necessary), and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the parties as expressed in the Lease and this Memorandum. If the Lease terminates, then Tenant shall execute, acknowledge (where necessary), and deliver such documents as Landlord shall reasonably require or as any title insurance, abstract company, or institutional lender shall require to remove this Memorandum of record.
10. This Memorandum may be executed in counterparts.

*[No further text on this page. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Land Lease Agreement as of the date first above written.

**LANDLORD:**

**TRUSTEES OF THE FREEHOLDERS AND  
COMMONALITY OF THE TOWN OF EAST HAMPTON**

By: *Francis J. Bock*  
Name: FRANCIS J. BOCK  
Its: CLERK OF THE TRUSTEES

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF Suffolk )

On the 31st day of March, in the year of 2021, before me, the undersigned, personally appeared Francis J. Bock personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Thomas E. Ruhle*  
Notary Public

THOMAS E. RUHLE  
Notary Public, State Of New York  
No. 01RU6055712  
Qualified In Suffolk County  
Commission Expires March 05, 2023



**SCHEDULE A**  
**Premises Legal Description**

**Lease area to be acquired at the end of Beach Lane, East Hampton, NY**

The Lease herein described and more clearly designated and defined as "LEASE AREA" as depicted on a certain sketch entitled "EXHIBIT A DEPICTING AREA TO BE LEASED OFF BEACH LANE, EAST HAMPTON, NEW YORK, SCALE: 1" = 40', DATED: SEPTEMBER 14, 2020. EVERSOURCE R.E. DWG: 24097, (the "Sketch"), being more particularly described as follows:

Beginning at a point, said point being the southwesterly corner of a town road known as Beach Lane, thence;

N54°53'45"E A distance of forty nine and fifty-six hundredths (49.56') feet by the southerly line of Beach Lane, to a point, thence;

N54°53'45"E A distance of ten and one hundredth (10.01') feet to a point, thence;

S32°19'44"E A distance of one hundred fifty seven and ninety-four hundredths (157.94') feet to a point along the mean LOW-Water line of the Atlantic Ocean, thence;

Approximately  $\pm 70$  feet Southwesterly by and along the mean LOW-Water line, to a point, thence;

N32°19'44"W A distance of one hundred fifty one and seventy-five hundredths (151.75') feet to a point, thence;

N54°53'45"E A distance of ten and one hundredth (10.01') feet back to the point and place of beginning.

The Lease Area herein described contains approximately 10,740 SQ. FT. more or less

# SCHEDULE A

## Depiction

