

## EASEMENT GRANT

This Easement Grant (this “**Grant**”) made this \_\_\_\_ day of May, 2024 (the “**Effective Date**”), between **ASTORIA GENERATING COMPANY, L.P.**, a Delaware limited partnership with its principal offices located at 300 Atlantic Street, 5<sup>th</sup> Floor, Stamford, CT 06901, (“**Grantor**”), and **EMPIRE OFFSHORE WIND LLC**, a Delaware limited liability company with its principal offices located at 600 Washington Blvd., Suite 800, Stamford, CT 06901, (“**Grantee**”). Grantor and Grantee are collectively referred to as the “**Parties**” or each individually as a “**Party**”.

### WITNESSETH:

**WHEREAS**, Grantor is the owner of a certain parcel of real property located at 420 2<sup>nd</sup> Avenue, Brooklyn, New York, designated on the Tax Map of the City of New York for Kings County as Block 653, Lot 7 (the “**Property**”), as more particularly described in the legal descriptions in Exhibit “A” attached hereto and made a part hereof;

**WHEREAS**, Grantee has requested, and Grantor has agreed to provide Grantee with, an exclusive permanent easement over, under, across, in and through a portion of the Property, as more particularly described in Exhibit B attached hereto and made a part hereof (the “**Easement Area**”, for the excavation, installation, construction, reconstruction, lay, relay, alteration, upgrade, operation, modification, testing, maintenance, inspection, repair, replacement and removal (collectively, the “**Easement Activities**”) of power interconnection line(s) and appurtenances thereto, including, but not limited to fixtures, conduits, duct banks, wires, cables terminal boxes and other equipment (the “**Grantee’s Facilities**”);

**WHEREAS**, Grantee has also requested, and Grantor has agreed to provide Grantee with, a temporary easement over a portion of the Property in and proximate to the Easement Area for construction and lay-down purposes during the construction and installation of the Grantee’s Facilities (the “**Temporary Easement Area**”), as more particularly shown on Exhibit C;

**WHEREAS**, Grantee has also requested, and Grantor has agreed to provide Grantee with, the non-exclusive right of way to access and use, in common with others, all walkways, roads and access ways (collectively, the “**Access Areas**”) on the Property for the purpose of, among other things, pedestrian and vehicular access, ingress and egress to and from, the Easement Area and/or the Temporary Easement Area to and from public right-of-ways, as more particularly shown on Exhibit D (the Easement Area, the Temporary Easement Area, and the Access Areas, collectively, the “**Grant Areas**”);

**WHEREAS**, Grantor has agreed to grant to Grantee the foregoing, subject to the terms and conditions of this Grant.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Easement.** Grantor does grant to Grantee, and to its successors and assigns:
  - A. a perpetual and exclusive easement to use and occupy the Easement Area to perform the Easement Activities in any way related to the Grantee's Facilities, subject to Section 4(B) below;
  - B. the non-exclusive easement to access the Temporary Easement Area, shown on Exhibit C attached hereto and made a part hereof, to perform the Easement Activities in any way related to Grantee's Facilities while the Grantee's Facilities are being constructed and installed; and
  - C. the non-exclusive right to pedestrian and vehicular access, from a public right-of-way or road over, upon and under the Access Areas on the Property to, from, over, under and upon either the Easement Area and/or the Temporary Easement Area, upon notice to Grantor pursuant to Section 5 below.

The rights granted under this Section 1 to the Grant Areas are collectively referred to as the "**Easement**".

2. **Restoration/Removal.** In the event Grantee surrenders and vacates the Easement Area and/or the Temporary Easement Area (as the case may be), Grantee shall restore the surface and sub-surface of the Easement Area and/or the Temporary Easement Area to a condition substantially similar to its condition prior to any work completed by Grantee including but not limited to removal of the duct bank and back-filling, reasonable wear and tear and casualty damage excepted, at Grantee's sole cost and expense. Notwithstanding the foregoing, in the event of such surrender of, or vacating, the Easement Area, Grantee at its option may either remove or abandon in place any of Grantee's Facilities.

3. **Relocation.** During the Term (hereinafter defined) of this Grant, Grantor expressly reserves the right to enter into any definitive agreement to sell the Property; provided, any subsequent relocation, change, or disruption of the use and enjoyment of the Grantee's Facilities, Easement Area, or Access Areas is subject to Grantor receiving all necessary government permits prior to any such relocation and Grantee's approval of the following, which shall not be unreasonably withheld: (i) the proposed area for relocation of Grantee's Facilities; (ii) a technical feasibility report of any contemplated relocation of Grantee's assets; (iii) any proposed relocation plan, with such plan that contemplates construction of the relocated facilities to minimize the duration of the outage of the feeder cables; and, (iv) all documented costs, fees, and expenses for any proposed relocation. Grantor shall provide Grantee written notice not less than ninety (90) days from the execution of any such definitive agreement requiring a relocation, which such relocation shall occur at the sole cost and expense of the Grantor and be subject to the terms, covenants and conditions of this Grant. Upon relocation of Grantee's Facilities, Easement Area or Access Area the parties shall amend this Grant in recordable form to evidence the relocation thereof.

4. **Commencement of Easement.**

A. The term (the “Term”) of this Grant shall commence upon the Effective Date.

B. Notwithstanding the Grantee’s surviving right to access the Easement Area and Access Areas pursuant to any ongoing obligations under Section 2 of this Grant, the Term and this Grant shall terminate on the earlier to occur: (i) thirty (30) days after removal of Grantee’s Facilities and all restoration obligations, if elected are completed, or (ii) thirty (30) days after Grantee discontinues use and abandons Grantee’s Facilities.

**5. Access.** Grantee shall have the perpetual right during the Term, at any time and from time to time, upon providing at least three (3) business days’ notice to Grantor (the “**Access Notice**”), to utilize the Access Areas, as shown on Exhibit D attached hereto and made a part hereof, to enter and access the Easement Area and/or the Temporary Easement Area seven (7) days a week, twenty four (24) hours a day; provided however, in the event of any emergency, Grantee shall provide as much notice as practicable under the circumstances of such emergency, and in such event Grantor acknowledges and agrees that Grantee may utilize the Access Areas to enter and access the Easement Area and/or the Temporary Easement Area upon Grantee providing any Access Notice.

**6. Grantor Cooperation.** Grantee, in its sole discretion, and without Grantor’s consent, may seek any governmental consents, approvals, permits, and/or authorizations to perform any work in the Easement Area and/or the Temporary Easement Area. Grantor shall fully cooperate in connection with Grantee making application for and obtaining any such consent, permit, approval and/or authorization from any governmental or quasi-governmental authority (including, without limitation, the New York State Public Service Commission) (and/or any related litigation or quasi-litigation matters in connection therewith), and Grantor shall take no action which would adversely affect the status of the Property with respect to Grantee’s use of the Grant Areas.

**7. Performance of Work; Non-Interference.**

A. Grantee shall perform all work contemplated under this Grant in a safe and workmanlike manner and in compliance with all applicable laws.

B. Grantee acknowledges and understands that Grantor uses the Grant Areas as a means of access to the remainder of the Property. Grantee shall perform all activities in the Grant Areas while constructing and installing Grantee’s Facilities in a manner so as to reasonably minimize interference with Grantor’s use of and access to the remainder of the Property and shall at all times provide at least a paved fourteen (14) foot wide access for ingress and egress for Grantor through the gate to the remainder of the Property and at minimum a thirty (30) foot wide access along the westerly side of the public right of way also known as 2<sup>nd</sup> Avenue; provided however, Grantee’s use of the Grant Areas in accordance with the terms of this Grant shall not be deemed in and of itself an unreasonable interference. The fourteen (14) foot wide access through the gate shall be measured from the westerly gate post to the centerline of 2<sup>nd</sup> Avenue, as shown in blue on Exhibit C-1. Grantee shall complete the construction and installation of Grantee’s Facilities pursuant to plans and construction schedule previously shared and approved by Grantor

C. Grantee shall at all times while performing any work in the Grant Areas keep the Grant Areas in a clean and orderly condition.

8. **Liens.** In no event shall Grantee permit any mechanic's liens to attach the Property or the Easement. In the event any mechanic's lien shall attach, Grantee shall satisfy, discharge or bond said lien within ninety (90) days of receipt of written notice thereof from Grantor as provided in accordance with this Grant.

9. **Assignment.** Grantee may freely assign, pledge or encumber its rights and obligations under this Grant, without the prior written consent of Grantor.

10. **Hazardous Materials.** Grantee shall be solely responsible for any Hazardous Materials, as defined below, placed, used, stored or released into the environment onto, under, at, from or off the Property, or discovered, disturbed or exacerbated as a result of Grantee and any costs, expenses or liabilities associated with related repairs, restoration, remediation thereof ("**Environmental Liabilities**"), unless such Environmental Liabilities are caused solely by Grantor's willful misconduct or gross negligence but only to the extent such Hazardous Materials are not exacerbated by the Grantee or otherwise pursuant to this Grant. The term "**Hazardous Materials**" shall mean all substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law or regulation as well as all chemicals, materials, substances and items in any form that because of their physical, chemical or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any applicable law. "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

11. **Environmental Protection.**

A. Grantee covenants and agrees that Grantee and its employees, agents, consultants, contractors and representatives ("**Grantee's Representatives**") shall use the Property and conduct their operations on the Property under this Grant in compliance with all applicable laws and Environmental Laws in all material respects.

B. Grantee shall provide Grantor with written notice within one (1) business day unless such notice can be provided sooner, upon Grantee obtaining knowledge of any potential

or known release or threat of release of any Hazardous Materials affecting the Property which results from any entry upon or use of the Property by Grantee or any of Grantee's Representatives under this Grant.

C. This Section shall survive the expiration or other termination of this Grant.

**12. Insurance.** Grantee and Grantee's Representatives shall maintain and cause any contractor or third party who enters upon any part of the Property related to the Easement Activities' or Grantee's Facilities on behalf of the Grantee or Grantee's Representatives to maintain, insurance coverage as follows:

A. **General Commercial Liability.** The Grantee shall furnish to the Grantor a certificate of commercial general liability insurance issued to and covering the liability of the Grantor and the Grantee, with respect to the ownership and use of the Property. Such liability policy shall name "Astoria Generating Company, L.P." as an additional insured. The limits of liability in such policy shall not be less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for all damages arising out of personal injury and bodily injury, including death at any time resulting therefrom, and destruction to property. Such insurance is to be kept continuously in force during the currency of this Grant and any renewals thereof and shall be written by a carrier licensed to do business in New York State and satisfactory to the Grantor. The premium for such insurance is to be paid by the Grantee. The Grantor reserves the right to require the Grantee to provide such additional insurance, including other types and higher amounts of insurance, as the Grantor may request in its sole discretion. In the event that the Grantor allows the Grantee to use any subcontractors in connection with this Grant, the Grantee shall require any such subcontractor to carry insurance with the same limits and provisions required to be carried by the Grantee under this Grant.

B. **Workers' Compensation.** In the event that the Grantee engages, or intends to engage, employees for the use, construction, installation, maintenance or repair of Grantee's Facilities and for the Easement Activities, the Grantee will furnish a certificate of current workers' compensation insurance, in the requisite statutory amounts, to cover all such personnel.

Grantee shall deliver to Grantor certificates evidencing such insurance coverage prior to entering the Property and within five (5) business days upon written request by Grantor.

**13. Release.** Grantee, on behalf of itself and its subcontractors, invitees, and their respective affiliates, directors, officers, shareholders, members, managers, employees (collectively, "Grantee Affiliates"), agents, representatives, contractors, subcontractors of any tier, consultants, authorized agents and authorized representatives, and their respective successors and assigns (collectively with Grantee Affiliates, the "Permitted Parties"), hereby releases, waives and forever discharges, to the fullest extent permitted by law, Grantor and its affiliates, directors, officers, shareholders, members, managers, employees, agents, representatives, contractors, subcontractors of all tiers, consultants, authorized agents and authorized representatives and their respective successors and assigns (collectively, the "Grantor Parties") from any and all Claims (as hereinafter defined), known or unknown, that Grantee and/or the Permitted Parties now have, may have or ever had against Grantor Parties arising from Grantee's and Grantee's Representatives'

negligence or misconduct in the exercise of the rights granted in this Grant. Grantee specifically acknowledges that Grantor Parties have made no representation or warranty of any kind or character in respect to the condition of the Property, or the use which may be made thereof, and Grantor hereby specifically disclaims any and all such representations and warranties, express or implied. This release shall survive the expiration or earlier termination of this Grant.

**14. Indemnity.** Grantee shall indemnify Grantor Parties to the extent permitted by law from and against any and all claims, demands, losses, costs, fees, fines, penalties, punitive damages, other damages, causes of action, suits, remediation and cleanup costs, and liabilities (including, without limitation, all expert costs, fees of outside and in-house counsel, and any other litigation costs and expenses) whether arising in equity, at common law, by statute, or under the law of contracts, tort or property, of every kind or character (including, without limitation, those arising from personal injury, emotional distress, real and personal property damage, contamination of the environment or injury to natural resources, and economic loss) (collectively, “**Claims**”) that arise out of or in connection with Grantee’s or any Permitted Party’s breach of the terms of this Grant, including, without limitation, any failure to comply with any Environmental Laws, provided, however, that Grantee’s indemnity obligation shall not apply to Claims that solely arise from Grantor’s willful misconduct or gross negligence within the Property during the Term. This Section shall survive the expiration or termination of this Grant.

Grantor shall indemnify Grantee and Permitted Parties to the extent permitted by law from and against any and all Claims that arise out of or in connection with Grantor’s or any Grantor Parties’ breach of the terms of this Grant, including, without limitation, any failure to comply with any Environmental Laws arising from the gross negligence or willful misconduct of the Grantor or Grantor Parties during the course of construction, installation and operation of Grantee’s Facilities, provided, however, that Grantor’s indemnity obligation shall not apply to Claims that solely arise from Grantee’s willful misconduct or gross negligence within the Property during the Term. This Section shall survive the expiration or termination of this Grant.

**15. Default; Remedies.**

A. It is expressly understood and agreed that any of the following shall be deemed to be a breach of this Grant (a “**Default**”) if:

- (i) Grantee fails to timely pay the Easement Fee (or any part thereof) as defined and set forth in that certain Payment Agreement to be executed by the Parties contemporaneously with this Grant; or
- (ii) Either Party fails to perform any of the other terms, covenants, agreements set forth in this Grant.

B. Upon the occurrence of a Default, the non-defaulting Party shall forward written notice to the defaulting Party of such breach (“**Notice of Breach**”). Provided the defaulting Party shall promptly undertake to cure the Default and cures the Default within sixty (60) days of its receipt of Notice of Breach (or, in the case of a payment default by the Grantee, thirty (30) days), the non-defaulting Party may not exercise any of its rights or remedies for a Default.

However, if a Default cannot be cured within sixty (60) days (other than a payment default, which must be cured within thirty (30) days), so long as the defaulting Party promptly commences to cure the Default and diligently prosecutes the cure to completion, the non-defaulting Party may not exercise any of its rights or remedies for default. Notwithstanding the foregoing, if a Default of Grantor results or contributes to Grantee not having access to the Grant Areas in accordance with this Grant, then Grantor shall cure such Default as soon as practicable and in any event within (3) days of receipt of a Notice of Breach, time being of the essence.

C. Upon the occurrence of a Default not cured within the applicable grace period, the non-defaulting Party may pursue all available equitable and legal remedies.

**16. Exculpation.** No partner, shareholder or owner in or agent of the Parties, nor any advisor, trustee, director, officer, employee, beneficiary, shareholder, principal, participant, manager, member, representative or agent of the Parties shall have any personal liability, directly or indirectly, under or in connection with this Grant or any agreement made or entered into under or pursuant to the provisions of this Grant, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

**17. Estoppel Certificates.** Each Party shall, without charge, within thirty (30) days after request by the other Party, the Lender (as hereinafter defined), any proposed lender or assignee, certify by a duly executed and acknowledged written instrument:

A. that this Grant has not been modified and is in full force and effect or, if there has been a modification, stating the nature and date of such modification and whether or not this Grant is in full force and effect as modified;

B. that the Easement Fee has been paid in full;

C. that neither Party is then in default of its obligations hereunder, or if any Party is then in default, the nature and specifics of said default;

D. that, so far as such Party is aware, there is no lien, pledge or other encumbrance of any kind upon its interests in the Property or this Grant, or if there is any such encumbrance, the nature and specifics of any such security interest including identity of relevant parties and payment status;

E. that there is no pending litigation relating to this Grant; and/or

F. as to any other matter which such a party may reasonably request.

**18. Notices.**

A. All notices given pursuant to this Grant shall be in writing and may either be delivered personally, or by overnight delivery service, or by registered or certified mail, return receipt requested, postage pre-paid. All notices to Grantor shall be addressed to Astoria Generating Company, L.P., c/o Alpha Generation, LLC, Attn: General Counsel, 700 Louisiana Street, Suite 4200, Houston, TX 77002. All notices to Grantee shall be addressed to Empire Wind Commercial

Manager, with a copy to Legal Department, both at 600 Washington Blvd., Suite 800, Stamford, CT 06901. All notices to Lender (hereinafter defined) shall be addressed to Lender at an address provided by either Grantee or Lender. Either Party may, by written notice to the other, change the address to which notices are to be sent to each other. Grantee may, upon written notice to Grantor, provide and/or change the address to which notices are to be sent to the Lender. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected, or the business day next following deposit with the overnight delivery service, or three (3) business days after deposit in any branch station or depository maintained by the U.S. Postal Service in the State of New York.

B. In addition, and without limitation to any of the foregoing notice obligations contained in Section 18A, a courtesy copy of all notices shall be sent via electronic delivery (i.e., email transmission) concurrently with the physical copy of the notice to the following email addresses for each party: to Grantor – General Counsel – [notices@alphagen.com](mailto:notices@alphagen.com); and to Grantee - Legal Department – Equinor Renewables – [fg\\_us\\_ren\\_leg\\_notice@equinor.com](mailto:fg_us_ren_leg_notice@equinor.com). The Parties acknowledge and agree that all such electronic notices are courtesy copies only, and either the delivery of (or failure to provide) any such electronic notices shall in no way modify, replace or affect any notice obligations contained in Section 18A.

**19. Grantor Representations and Covenants.** Grantor represents, warrants and covenants to Grantee that:

A. Grantor is seized of good legal title and interest to the Property and the Grant Areas, as of the Effective Date, and warrants its title thereto, and will defend any right or interest provided to Grantee herein against all lawful claims and demands, that arise as a result of any right or interest created by Grantor after the Effective Date;

B. Grantor has full authority to enter into and execute this Grant and grant to Grantee any right and interest contained herein;

C. Grantor shall promptly notify Grantee of any contract or other agreement materially affecting the Easement Area;

D. Grantor shall promptly notify Grantee of any contract or other agreement affecting the Temporary Easement Area and/or Access Areas which could physically restrict Grantee's use of the Easement;

E. Grantor has not entered into any contract, easement or other agreement in effect as of the Effective Date that materially interferes with the Easement;

F. Grantor shall not unreasonably interfere with the Grantee's right to perform Easement Activities and/or access, use or enter the Grant Areas; and

G. Grantee's Facilities shall remain the personal property of Grantee at all times and Grantee shall have the right to remove same from the Grant Areas pursuant to the terms of this Grant, whether or not said items are considered fixtures and/or attachments to real property under applicable law;



H. Grantor has not and shall not enter into any mortgage, security agreement, UCC-1 financing statement or any other agreement, renewal or continuation thereof, which encumbers, pledges, collateralizes, grants a security interest in, or places a lien of any kind upon Grantee's Facilities or any other asset of Grantee located on the Property. Notwithstanding, Grantor shall have the unrestricted right to mortgage, pledge, sell, or otherwise encumber the Property so long as Grantee's Facilities and assets are excluded.

**20. Waiver.** The waiver of a breach of any of the terms of this Grant by either Party shall not be deemed a waiver of any subsequent breach thereof. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Grant, or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time.

**21. Successors and Assigns; Third Party Beneficiaries.**

A. This Grant and the rights, benefits, and privileges granted, created, or reserved herein, and all inspections, undertakings and obligations imposed herein, shall inure to the benefit of, extend to, and be binding upon each of the Parties and their respective successors and assigns.

B. Except as otherwise set forth herein and in the case of any provision of this Grant that is for the benefit of the Lender (including, but not limited to, Sections 17, 18 and 22), the rights in favor of the Parties set forth in this Grant shall be for the exclusive benefit of Grantor and Grantee, respectively; it being the express intention of the Parties that in no event shall such rights be conferred upon or inure for the benefit of any third party.

**22. Grantee Lender Protections.**

A. Grantee, shall have the right, without Grantor's consent, at any time and from time to time, on such terms and conditions as Grantee shall determine in its sole discretion, to enter into one (1) or more mortgages, financing agreements, security agreements or other similar agreements (any such agreement, individually or collectively, the "**Mortgage**") with one or more lenders or mortgagees of Grantee's sole choosing (individually or collectively, including any administrative agent or collateral agent appointed thereby, the "**Lender**"), and further shall have the right to in any way encumber, securitize, collateralize, pledge and/or assign: (i) Grantee's interest in the Easement; (ii) any interest provided to Grantee under this Grant; (iii) any equity interests in Grantee, including its membership or equity interests; and/or (iv) any other Grantee asset. In addition, without Grantor's consent, and in Grantee's sole discretion, Grantee may also pledge or assign this Grant to the Lender as security and/or collateral.

B. Upon entering into a Mortgage with the Lender, Grantee shall promptly thereafter provide notice of the name and address of the holder of such Mortgage to Grantor. Upon assignment of a Mortgage from the Lender to a new Lender, Grantee shall, promptly after receipt of notice of such assignment, provide notice of the name and address of such new Lender to Grantor.

C. If any Default shall occur, Grantor, after giving notice to Grantee in accordance with this Grant, and within thirty (30) days following the expiration of applicable notice and cure periods, but prior to seeking any action at law or equity on account of such Default, shall, serve a notice to the Lender (which shall include a copy of the notice of Default to Grantee), at the address of the Lender provided by Grantee, indicating that such Default has occurred and is continuing beyond the expiration of all applicable notice and cure periods, and the amounts claimed to be due and payable by Grantee under this Grant, or that, to the best of Grantor's knowledge after due inquiry, may become due and payable (including damages) by Grantee under this Grant, together with a reasonable description of all such amounts (any such notice, the "**Lender Notice**"). The Lender Notice shall not be effective unless and until a copy thereof shall have been so given to the Lender in the manner provided in this Grant.

(i) Monetary Event of Default. If the Lender shall, within thirty (30) days after receiving the Lender Notice, send to Grantor a notice setting forth the Lender's desire to thereupon cure such Default(s) set out in the Lender Notice, accompanied by the payment of any monies (if any) needed to cure such outstanding Default(s) set out in the Lender Notice, , then Grantor shall not have any right to pursue any action at law or equity on account of such Default. With respect to any Default involving Grantee's failure to make any payment of money required to be paid by Grantee hereunder, Grantor agrees to accept payment as a cure thereof by the Lender with the same force and effect as though cured by Grantee.

(ii) Non-Monetary Event of Default. With respect to any other Default, Grantor agrees to accept a cure thereof by the Lender with the same force and effect as though cured by Grantee. Notwithstanding the foregoing, if the Lender must first obtain possession of the Easement Area in order to cure any Default, and the Lender, within thirty (30) days after receiving the Lender Notice, provides a notice to Grantor of the Lender's intention and undertaking to: (x) institute, and thereafter diligently prosecute foreclosure and/or other enforcement proceedings under the Mortgage in order to obtain such rights with respect to the Easement Area as this Grant provides, as soon as reasonably feasible (any such act, a "**Foreclosure**"), and (y) upon obtaining such possession pursuant to a Foreclosure, promptly commence the cure of the Default, then Grantor shall not have any right to pursue any action at law or equity on account of such Default.

(iii) The provisions of this Section 22(C) shall apply separately to each Default and each Lender Notice on the basis thereof.

D. The Lender may become the legal owner and holder of any and/or all of the easement interests of Grantee hereunder, whether by Foreclosure, or by obtaining an assignment of such interest, without Grantor's consent; provided that the Lender shall not become liable for the obligations of Grantee under the provisions of this Grant unless and until such time as it becomes, and then only for as long as it remains the legal owner and holder of any and/or all interests of Grantee under this Grant. Upon the delivery to Grantor of a duplicate original of an instrument of assignment or Foreclosure, the Lender (or its assignee) shall become the legal owner and holder of any and/or all interests of Grantee for purposes of this Grant, and shall be substituted for Grantee for all purposes of this Grant, as of the effective date of such instrument.

E. If, within thirty (30) days after the exercise of the Lender's remedies as provided for herein, the Lender shall request a new agreement (the "**New Grant Request Notice**"), then subject to the provisions of this Section 22(E), within thirty (30) days after Grantor shall have received the New Grant Request Notice, Grantor shall execute and deliver a new grant to the Lender or its designee (the "**New Grant**") and the Parties shall submit the New Grant to the PSC for approval prior to the New Grant becoming effective. Subject to approval of the proposed terms of the New Grant by the PSC, the New Grant shall be effective, *nunc pro tunc*, as of the date of termination of this Grant, and shall contain all of the duties, covenants, conditions, limitations and agreements contained in this Grant. Within thirty (30) days after the commencement of the New Grant, the Lender shall cure all Monetary and Non-Monetary Events of Default then existing under this Grant (as though the Term had not been terminated) (other than Non-Monetary Defaults which are not susceptible of being cured by the Lender) except that if any Non-Monetary Default requires work to be performed, acts to be done or conditions to be removed which cannot by their nature reasonably be performed within such thirty (30) day period, in which case the Lender shall only be required to (a) commence curing the same within the thirty (30) day period, and (b) thereafter diligently and continuously prosecute such cure to completion. Any Non-Monetary Default which is not susceptible of being cured by the Lender shall be waived upon the commencement of the new Grant. The provisions of this Section 22(E) shall survive the termination of this Grant and shall continue in full force and effect thereafter to the same extent as if this Section 22(E) were a separate and independent contract made by Grantor.

F. Any Lender which acquires any interest of Grantee pursuant to Foreclosure, assignment in lieu of Foreclosure or other similar enforcement proceedings under the Mortgage may, upon acquiring Grantee's interest, without further consent of Grantor, sell, transfer and/or assign Grantee's interest on such terms as are acceptable to the Lender in its sole discretion, but nevertheless otherwise subject to all the terms, conditions, obligations, and restrictions of Grantee under this Grant. No holder of any Mortgage shall be bound by this Grant unless and until such time as it becomes, and then only for the period that it remains, the legal owner and holder of any and/or all interests of Grantee under this Grant or a New Grant (it being understood that nothing herein shall be deemed to create any liability on the part of the holder of any Mortgage unless and until such time as it becomes, and then only for the period it remains, the legal owner and holder of any and/or all interests of Grantee under this Grant or a New Grant).

G. Upon request by Grantee, or by any existing or prospective Lender so as to further create and perfect a lien secured by the Mortgage as the Lender may reasonably require, Grantor shall reasonably cooperate and deliver to the requesting party such documents and agreements as the requesting party shall reasonably request to further confirm the intentions of the Parties as set forth in this Section 22, including a separate written instrument in recordable form signed and acknowledged by Grantor setting forth and confirming, directly for the benefit of the Lender, any or all rights of the Lender.

H. Grantor authorizes the Lender to enter the Easement Area, as more specifically set forth in this Section 22 to effect a cure of any Default by Grantee.

I. Grantee's default under a Mortgage shall not constitute a Default under this Grant, except to the extent that Grantee's actions or failure to act in and of itself constitutes a

Default under this Grant. The exercise of any rights or remedies of the Lender under a Mortgage, including the consummation of any Foreclosure, shall not constitute a Default under this Grant.

J. Notwithstanding anything contained herein to the contrary, Grantee may otherwise finance the Grantee's Facilities or any other Grantee equipment, and cause a UCC lien or other encumbrance to be filed against Grantee's interest in the Grantee's Facilities or any other Grantee equipment, whether or not Grantee elects to enter into a Mortgage, and Grantor shall reasonably cooperate therewith.

**23. Severability.** If any provision of this Grant shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Grant, and to this end, the provisions of this Grant are intended to be, and shall be, severable.

**24. Recording.** Grantee shall record this Grant, at Grantee's cost and expense, with the Kings County Clerk's Office. The Parties shall each execute and deliver to each other any required transfer tax forms or other documents required to record this Grant, and Grantee shall pay any and all transfer tax and recording charges.

**25. Headings.** All headings contained in this Grant are for convenience of reference only, do not form a part of this Grant, and shall not affect the meaning or interpretation of this Grant. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

**26. Construction.** The Parties hereto agree that each Party and their respective counsel have reviewed and revised this Grant, and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Grant or any amendments, exhibits or schedules hereto.

**27. No Oral Modifications.** Neither this Grant nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**28. Choice of Law/Venue.** This Grant shall be governed by the laws of the State of New York. Venue shall be designated in the Supreme Court of the State of New York located in Kings County or the United States District Court for the Eastern District of New York.

**29. Entire Agreement.** This Grant embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this contract. All recitals set forth above, and all exhibits and schedules contained herein and annexed hereto are material parts of this Grant and are incorporated as if fully set forth herein.

**30. Counterparts; Execution.** This Grant may be executed in any number of counterparts and each counterpart will be deemed an original instrument, but all such counterparts together will constitute but one and the same Grant. This Grant may be executed and delivered by

electronic means, including but not limited to facsimile or via e-mail of a pdf document and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both Parties.

**31. Authority.** Each of the Parties hereto represents warrants to the other that the person or persons executing this Grant on behalf of such Party has the full right, power and authority to enter into and execute this Grant on such Party's behalf.

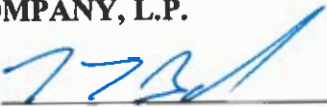
**32. Force Majeure.** Neither Party will incur any liability to the other if its performance of any obligation under this Grant is delayed or prevented by any of the following events: an unforeseen change in any law, rule, regulation or ordinance; any new law, rule regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; epidemics, pandemics and quarantines; interruption of electricity or of the supply of oil or gas; any other event or circumstance beyond the control of the Party affected.

*[Remainder of page left intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Payment Agreement on the day and year above written.

GRANTOR:

**ASTORIA GENERATING  
COMPANY, L.P.**

By:   
Name: LIAM T. BAKER  
Title: SENIOR VICE-  
PRESIDENT

GRANTEE:

**EMPIRE OFFSHORE WIND LLC**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant on the day and year above written.

**GRANTOR:**


**GRANTEE:**

Type text here

Astoria Generating Company, L.P.

Empire Offshore Wind LLC

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Teddy Muhlfelder  
Title: President

STATE OF Connecticut )  
 ) ss:  
COUNTY OF Fairfield )

On the 31 day of MAY in the year 2024 before me, the undersigned, personally appeared LIAM BAKER personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.

Carlos Ramos

Notary Public

