

ASSET TRANSFER AGREEMENT AND BILL OF SALE

THIS ASSET TRANSFER AGREEMENT AND BILL OF SALE (“Agreement”) is made and entered into as of this 27th day of December, 2022 (“Effective Date”), by and between EIGHT POINT WIND, LLC, a Delaware limited liability company (the “*Transferor*”), and NEW YORK STATE ELECTRIC & GAS CORPORATION, a New York corporation (the “*Transferee*”); each may hereunder be referred to individually as a “Party” or collectively as the “Parties.”

The undersigned, EIGHT POINT WIND, LLC, a Delaware limited liability company (the “*Transferor*”), for good and valuable consideration of One and 00/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and transfers, all of its right, title, and interest in and to certain interconnection facilities described in the Interconnection Agreement (as defined herein) to NEW YORK STATE ELECTRIC & GAS CORPORATION, a New York corporation (the “*Transferee*”). Transferor and Transferee are each a “*Party*” and are, collectively, the “*Parties*” hereto.

RECITALS

WHEREAS, Transferor, Transferee and the New York Independent System Operator, Inc., a New York not-for-profit corporation, are parties to a Standard Large Generator Interconnection Agreement dated as of July 31, 2020 (the “*Interconnection Agreement*”);

WHEREAS, the Interconnection Agreement is incorporated herein by reference; provided, however, that nothing herein shall be construed to modify or amend the Interconnection Agreement or the rights and obligations of the parties thereunder;

WHEREAS, pursuant to Article V, Sections 5.1 and 5.2 of the Interconnection Agreement, Transferor elected to construct certain required Interconnection Facilities as set forth therein, including Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities (collectively, the “*Interconnection Facilities*”);

WHEREAS, Article V, Section 5.2 of the Interconnection Agreement provides certain specified conditions and requirements pertaining to Transferor’s design, procurement, construction and testing of the Interconnection Facilities, including without limitation the obligation to transfer control and ownership thereof to the Transferee at a nominal cost;

WHEREAS, the Interconnection Agreement requires that Transferor construct the Interconnection Facilities to Transferee’s specifications, and Appendix B of the Interconnection Agreement sets forth the milestone schedule for such construction, commercial operation and transfer of ownership;

WHEREAS, in accordance with the Interconnection Agreement, including without limitation Article V, Section 5.2.8 and 5.2.9 and the aforementioned milestones, Transferor has notified Transferee that all milestones required to be completed prior to transfer of ownership have been completed and Transferor now desires to transfer title and ownership of the Interconnection Facilities to Transferee;

WHEREAS, Transferor, for good and valuable consideration of One and 00/100 Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and transfers, all of its right, title, and interest in and to certain interconnection facilities described in the Interconnection Agreement (as defined herein) to the Transferee;

WHEREAS, Transferee is willing to accept the transfer of ownership and title to the Interconnection Facilities in accordance with the terms and conditions of the Interconnection Agreement and this Agreement; and,

WHEREAS, the Parties acknowledge and agree that these recitals are made a part of the Agreement hereunder as if set forth separately below.

NOW, THEREFORE, in consideration of the covenants, warrants, representations, and agreements set forth below, the parties agree as follows:

DEFINITIONS.

All defined terms, indicated by the use of initial capitalization, will have the meanings set forth in the recitals above and as separately defined elsewhere herein. Where a term is the same capitalized term set forth in the Interconnection Agreement and is mentioned herein by reference, the meaning ascribed to such term in the Interconnection Agreement shall be incorporated herein by reference and have said meaning, unless expressly stated otherwise in this Agreement.

2. TRANSFER OF ASSETS.

2.1 Conveyance of Interconnection Facilities. Transferor does hereby irrevocably convey, grant, transfer, sell, assign and deliver unto Transferee free of any liens, mortgages or encumbrances, and Transferee does hereby acquire and accept from Transferor, title, ownership, control and possession of the Interconnection Facilities and all of Transferor's right, title and interest in and to all of the Interconnection Facilities.

2.2. Conveyance of Associated Matters. Transferor does hereby further irrevocably convey, grant, transfer, sell, assign and deliver unto Transferee and Transferee does hereby acquire from Transferor, ownership, control and possession of all of Transferor's right, title and interest in and to all of the following:

(a) any major spare parts, supplies, tools, equipment, and fixtures now owned by Transferor to the extent such assets are an integral part of the Interconnection Facilities.

(b) all manufacturer, supplier and builder warranties of any kind, express or implied, pertaining to the Interconnection Facilities, including those listed in Schedule 2.2(b) hereof (hereinafter collectively referred to as the “Warranties”).

(c) Transferor's rights in, to and under any federal, state or municipal approval or permits for the siting, location and development of the Interconnection Facilities (hereinafter “Permits”), but only to the extent that such approvals or permits pertain to the Interconnection Facilities including the siting, location and development of the Interconnection Facilities.

(d) The following Transferor’s records and documents pertaining to the construction, operation and maintenance of the Interconnection Facilities, subject to Transferor's right to retain copies of any such records: “as built” drawings, engineering designs, patents, licenses, copyrights, rights to work product, surveys, plans and other documentation pertaining to the engineering, design, construction and installation of the Interconnection Facilities, any guides, operating manuals, documents, notes, drawings, diagrams, calculations, tests and test results, operating, installation, maintenance or shutdown manuals, instructions or requirements, and any other similar written materials relating to the design, development, manufacture, test, and assembly of the Interconnection Facilities, and any other materials or information necessary for its operation. All documents and things listed under this subsection are hereinafter collectively referred to as the “Records”.

2.3 No Liens, Encumbrances or Litigation. Transferor hereby conveys the Interconnection Facilities conveys free of any lien, mortgage or encumbrance. Transferor shall at its sole cost and expense obtain, cause to be executed and delivered any instrument or documentation, including any lien discharges, releases, mechanics lien waivers, certificates of completion, and affidavits to remove any lien, encumbrance that may later arise or be shown to exist. Transferor acknowledges that Transferee is relying upon in accepting title to the Interconnection Facilities representation that there is no pending or threatened action by any supplier or contractor, or any governmental action or proceeding, against Transferor by or before any court or governmental agency which will seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which might affect the right of Transferee to own, use or control any of the Interconnection Facilities or Transferee’s title therein after the conveyances under this Agreement.

3. CONDITIONS; REAL ESTATE; COMPLETION OF CONSTRUCTION

3.1. Intentionally Omitted.

3.2 Evidence of Completion. Without limiting either Party’s rights or obligations under the Interconnection Agreement, prior to or coincident with the transfer hereof, the Transferor shall provide, or shall have provided, evidence of its completion of the Interconnection Facilities in satisfaction of said milestones, including without limitation upon request a certificate of final completion

executed between Transferor and any contractor engaged by Transferor to engineer, procure and construct the Interconnection Facilities (“EPC Contractor”). In no event shall the final completion certificate contain any so-called incomplete or “punch list” items without Interconnection Transmission Owner’s written consent, evidenced by a separate written agreement signed by Transferee and upon satisfactory evidence that all costs and liability associated with the punch list shall be at the sole cost and responsibility of Transferor and/or the aforesaid contractor.

3.3. Assignment of Warranties and Rights Under Interconnection Agreement. Without limiting either Party’s rights or obligations under the Interconnection Agreement, prior to or coincident with the transfer hereof, the Transferor shall execute and deliver to Transferee an instrument in a form and substance reasonably satisfactory to Transferee assigning the Warranties of the EPC Contractor, together with any rights of enforcement thereof, and together with the written consent and acknowledgement of said EPC Contractor with respect to the assignment.

3.4 Public Service Law Section 70 (“PSL 70”). Prior to the transfer of the Interconnection Facilities, the Public Service Commission shall have issued an expedited declaratory ruling in Case Number: 22-E-0677 that no further review is required under PSL 70.

4. NO ASSUMPTION OF LIABILITIES.

Without limiting any other provision in this Agreement or in the Interconnection Agreement, Transferee shall have no obligation or liability, and by accepting title to the Interconnection Facilities hereunder assumes no obligation or liabilities, of Transferor or any other party under any contract, subcontract, supply agreement, contract (including without limitation the EPC Contractor), any promissory notes or other promises to pay, purchase order or invoice pertaining to the Interconnection Facilities’ design, engineering, purchase, delivery, supply, installation, construction or prior operation. Without limiting the generality of the foregoing, Transferor will be solely responsible for payment of all amounts at any time owing by Transferor with respect to any of the foregoing matters, both before and after the date hereof, whether accrued or contingent and known or unknown, including liabilities arising out of the provision by Transferor of goods or services prior to the date hereof and obligations for any of Transferor’s taxes or notes or accounts payable.

Nothing hereunder shall be construed to relieve Transferee from any obligation to hereinafter own and operate the Interconnection Facilities in compliance with the terms of any Permit and its obligations as the Transferee under the Interconnection Agreement.

5. TAXES AND PREPAID ITEMS.

Transferor will pay all sales, use, income, and other taxes and charges, if any, which may become payable in connection with the transfer and conveyance of the Interconnection Facilities, and any and all other taxes and charges accruing prior to the date of conveyance under this Agreement. Transferee will be responsible and shall pay all taxes and charges accruing on and

after the date of conveyance under this Agreement associated with the ownership of the Interconnection Facilities.

6. COVENANTS OF TRANSFEROR.

Transferor covenants and agrees as follows:

- 6.1 Prior to the Effective Date, Transferor has delivered to Transferee copies of all the Warranties, Records and Permits. Upon request of Transferor, Transferee shall execute a receipt for such Warranties, Records and Permits.
- 6.2 Transferor will take all commercially reasonable steps necessary to assist Transferee, its successors or its assigns to obtain and enforce Transferee's exclusive ownership, rights, title and interests in and to the Warranties, Permits and Records, including without limitation assisting Transferee, at Transferee's expense, in every proper way to confirm, enforce and if necessary obtain for Transferee's sole benefit, in any and all countries, any assignments, consents, certifications, transfers, documents (including any plans, patents, work product or copyrights intended to be conveyed) or other legal protection for the Interconnection Facilities and related Warranties, Permits and Records that by virtue of this Agreement are the sole and exclusive property of Transferee. Transferor and its authorized representatives, employees, consultants and subcontractors will execute, acknowledge, seal and deliver all documents, including without limitation all instruments of assignment and supporting documentation, and perform all lawful acts, that Transferee may reasonably request to keep and secure Transferee's rights hereunder and to carry out the intent of this Agreement.
- 6.3 Transferor will keep and hold confidential all Confidential Information pertaining to the Interconnection Facilities (as this term is used in the Interconnection Agreement) and expressly including any critical infrastructure information, in its custody, control and possession and will maintain such Confidential Information in such manner and with the same degree of care that it exercises with respect to its own information of a like nature, but in no event less than reasonable care, including in the manner required under the Interconnection Agreement, and for the avoidance of doubt, subject to the same terms and exceptions set forth in the Interconnection Agreement.
- 6.4 In the event that any lien or encumbrance is claimed against the Interconnection Facilities with respect to Transferor's obligations under Sections 5.2.8 or 5.2.9 of the Interconnection Agreement, or any contract or obligation arising or accruing prior to the Effective Date, with respect to the Interconnection Facilities, any Transferor financing arrangements, Transferor shall immediately cause such lien or encumbrance to be removed or bonded at its sole cost and expense.

7. REPRESENTATIONS AND WARRANTIES OF TRANSFEROR.

In addition to those made in Article 28 of the Interconnection Agreement, Transferor hereby makes the following representations and warranties to Transferee as of the Effective Date:

- 7.1 Authorization. Transferor has full legal right, power and authority to enter into and perform the transactions contemplated by this Agreement, without need for any approval, license, or notice to any other person or entity. The execution, delivery and performance of this Agreement and the documents contemplated hereby by Transferor and the consummation by Transferor of the transaction contemplated hereby have been duly authorized by all necessary company action of Transferor, including without limitation any applicable member, manager, director, shareholder and creditor consents, and any and all notices and assignments to properly convey and assign the Warranties, Records and Permits. This Agreement and the documents contemplated hereby evidence the legal, valid and binding obligations of Transferor, enforceable against Transferor, in accordance with their terms.
- 7.2 Title to Assets; Absence of Liens and Encumbrances. Transferor has good title to the Interconnection Facilities, and any underlying real estate rights to be transferred coincident herewith, free and clear of all claims, liens, charges, licenses, leases, security interests and other encumbrances of third parties whatsoever.
- 7.3 Taxes. Transferor has duly filed all state and federal tax reports and returns required by law to be filed with respect to the Interconnection Facilities and all taxes, assessments, fees, and other governmental charges upon all of the Interconnection Facilities which are due and payable have been paid, and no additional tax or charges are due from Transferor.
- 7.4 Litigation. There are no actions, proceedings or lawsuits pending or, or Transferor's knowledge, threatened which would affect the Interconnection Facilities, the operation and ownership thereof, or which would affect the validity of this Agreement or covenant, representation or action provided, taken or to be taken pursuant to this Agreement. Transferor is not in default with respect to any judgment, order, writ, injunction, decree, or assessment of any court, or federal, state, municipal or other governmental agency which might affect the Interconnection Facilities.
- 7.5 Assumed Liabilities. Transferee will not assume any liability or obligation of Transferor with respect to the Interconnection Facilities or associated Warranties, Permits and Records accruing or arising out of any action, inaction, violation, claim or notices, prior to the date hereof, including without limitation any environmental contamination, hazardous waste release or discharge, violation of any federal, state or local laws.
- 7.6 Warranties; Permits; Contract Rights. Transferor, and to the best of its knowledge, its officers, employees, agents and contractors, have complied in all material respects with their respective obligations under any Warranty, Permit or contract

pertaining to the Interconnection Facilities, including without limitation any notices and obligations required in order to maintain and enforce such Warranty, Permit or contract rights.

7.7 No Known Defaults Under Construction Agreement. To the best of Transferor's knowledge and with respect to the construction contract that includes the Interconnection Facilities, except for matters which may involve default or breaches of obligations by supplier thereunder due to delay, neither Transferee nor supplier thereunder is in default, and except for such matters, there are no events which with the giving of notice or passage of time or both would constitute a default thereunder

8. TRANSFEREE REPRESENTATIONS AND WARRANTIES.

Transferee hereby represents and warrants to Transferor as follows:

8.1 Authorization. Transferee has the full legal right, power and authority to enter into and perform the transactions contemplated by this Agreement, without need for any consent, approval, authorization, license or order of, or notice to, any court, governmental agency, or other person or entity. The execution, delivery and performance of this Agreement and the documents contemplated hereby by Transferee and the consummation by Transferee of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of Transferee. This Agreement evidences the legal, valid and binding obligation of Transferee, enforceable against Transferee, in accordance with its terms.

8.2 Assumed Liabilities. Transferee affirmatively assumes all obligations and liabilities with respect to the Interconnection Facilities and associated Warranties, Permits and Records accruing, or arising out of any action, inaction, violation, claim or notices on and after the Effective Date with respect to its ownership and operation of the Interconnection Facilities, including without limitation any environmental contamination, hazardous waste release or discharge, violation of any federal, state or local laws but expressly excluding any obligations of Transferor hereunder which survive the transfer of the Interconnection Facilities as herein set forth or as set forth in the Interconnection Agreement.

9. INDEMNIFICATION.

Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and save the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including, without limitation, claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's action or inactions of its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by an Indemnified Party. Notwithstanding the foregoing, the indemnification obligations of each Party herein shall not expand the obligation of any Party under

the Interconnection Agreement to the extent the matter subject to indemnification is set forth therein.

10. GENERAL PROVISIONS.

- 10.1 This Agreement (including all Exhibits and Schedules hereto) constitutes the sole agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter except the Interconnection Agreement which the Parties expressly agree shall not be construed to be affected, modified, amended or superseded by this Agreement, provided that the conveyances contemplated hereunder are intended by the Parties to permit compliance with and thereby satisfy Transferor's obligations thereunder to convey ownership and control of the Interconnection Facilities to Transferee. In event of a conflict between a term herein regarding the obligation of a party under the Interconnection Agreement, the term regarding said obligation under Interconnection Agreement shall control. Without limiting the generality of the foregoing, Section 18.1 (Indemnified Party), Article 19 (Assignment) and Article 22 (Confidentiality) of the Interconnection Agreement shall apply to this Agreement *mutatis mutandis*.
- 10.2 The assignment provisions contained in Article 19 of the Interconnection Agreement shall apply to this Agreement *mutatis mutandis*. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the appropriately authorized legal representatives, agents, successors and assigns of the Parties.
- 10.3 All notices required or permitted by this Agreement will be made and given in writing sent by reputable private overnight courier with established tracking capability (such as Federal Express, UPS, Airborne or DHL), postage pre-paid, and marked for delivery to the party to be notified within two (2) business days at the address first given above or such other address as the party to be notified may indicate in writing from time to time. All notices properly sent hereunder will be deemed to be received on the date of actual receipt or on the second business day after they are sent, whichever is earlier.

If to Transferor:

If Before COD:

Attn: Patricia Vallejo ; Kris Scornavacca
700 Universe Blvd., Mail Stop FGR/JB
Juno Beach, FL 33408

If After COD:

Douglas Romaine
700 Universe Blvd., Mail Stop FEJ/JB
Juno Beach, FL 33408
Phone: (561) 691-7248

If to Transferee:

New York State Electric & Gas Corporation
Attn: Manager-Programs/Projects
Electric Transmission Services
PO Box 5224
Binghamton, NY 13902-5224
Phone: (585) 484-6306

With a copy to:

NYSEG Legal Department
180 South Clinton Avenue
5th Floor
Rochester, New York 14607

- 10.4 If any clause or provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties hereto that the remainder of this Agreement will not be affected thereby.
- 10.5 This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely therein. The Parties agree that all disputes arising from or relating to this Agreement will be filed and prosecuted in any court of competent subject matter jurisdiction in Monroe County, New York. The Parties hereby irrevocably consent to the personal jurisdiction of such courts over them, stipulate to the convenience and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based upon the alleged inefficiency, convenience or unfairness of proceeding in such courts. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.**
- 10.6 This Agreement may not be altered, changed or amended except by an instrument in writing signed by the Parties hereto.
- 10.7 This Agreement may be executed in one or more counterparts, each one of which will be deemed to be an original, and all of which when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties.

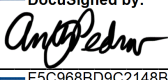
- 10.8 Without limiting the general survivability of any provisions or obligations hereunder, the covenants, representations and warranties and indemnities set forth in Sections 6 through 9 shall expressly survive the transfer of the Interconnection Facilities to Intercompany Transmission Owner.

[Intentional end of page. Signatures follow on separate signature page(s).]

[Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed in their names and behalf by their respective duly authorized representatives as of the date first above written.

EIGHT POINT WIND, LLC, Transferor

DocuSigned by:

By: _____
Name: Anthony Pedroni
Title: vice President

NEW YORK STATE ELECTRIC & GAS CORPORATION, Transferee

By: _____
Name:
Title:


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Bill of Sale to be executed in their names and behalf by their respective duly authorized representatives as of the date first above written.

EIGHT POINT WIND, LLC, Transferor

By: _____
Name:
Title:

NEW YORK STATE ELECTRIC & GAS CORPORATION, Transferee

By:  _____
Name: Scott Tremble
Title: SVP – Controller, Avangrid, Inc.

By:  _____
Name: Patricia H. Nilsen
Title: President and CEO NYSEG and RG&E