

The Roffe Group of Robinson+Cole

RETAINER AGREEMENT

This will confirm the agreement reached by and between New York Transco LLC ("you") and The Roffe Group of Robinson+Cole ("the firm"). You have retained the firm and the firm has agreed to represent you and advise you before New York state and local government on issues related to the Propel NY Energy transmission project. In connection with the above, we will provide legislative advocacy and lobbying services on your behalf with respect to matters of concern to you before Westchester County and local officials, NYS Legislature and the Executive Branch as appropriate.

FEES: You hereby agree to pay the firms as follows:

- a. For the firm's services in connection with the above, you have agreed to pay the firm the sum of Ten Thousand Dollars (\$10,000) per month, which shall be a fixed fee for the services to be rendered. You agree that this shall be a fixed fee regardless of the amount of time or effort expended in the performance of the services described herein in recognition that the firm has precluded themselves from taking conflicting work from other potential clients during the term of the Agreement and regardless of whether or not the firm devotes time in excess of said amount if calculated at their usual and customary hourly rates.
- b. Periodic statements for fees will be furnished by the firm to you and the firm will file or provide you with all information required to be filed with the New York State Commission on Ethics and Lobbying in Government on a timely basis.

EXPENSES INCURRED: You understand that there are certain expenses which will be incurred by the firm in connection with their representation of you for which the firm will be reimbursed by you and against which no credit will be applied for amounts received under the fee arrangement described above. These expenses which will be reimbursed to the firm include, but are not limited to the following: reasonable expenses associated with travel incurred by the firm at your request, costs for messenger delivery service other than normal use of the U.S. Postal Service and on-line computer data base charges. No charge shall be made for travel expenses to or from Albany for regular session days.

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TERM OF AGREEMENT: This agreement shall commence as of October 1, 2023 and shall continue until December 31, 2025, unless sooner terminated by either party, which notice shall be effective five (5) days after its receipt by the other party. No adjustment of the fee will be afforded for a portion of a calendar month.

PUBLIC DISCLOSURE: You acknowledge that you have been informed by the firm that a copy of this Retainer Agreement will be filed by the firm with the New York State Commission on Ethics and Lobbying in Government as evidence of the Retainer Agreement between you and the firm.

TIME OF PAYMENT: Each billing submitted to you by the firm for expenses shall be paid by you promptly after the receipt of such billing by you.

It is understood that this retainer agreement in no way guarantees any specific state action.

Very Truly Yours,

The Roffe Group of Robinson+Cole

By: Andrew A. Roffe

AGREED AND ACCEPTED:

New York Transco LLC

By: Kathleen Carrigan

Date: 9/27/2023