SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND CANOPY OFFSHORE WIND, LLC

This Settlement Agreement ("Agreement") is entered into as of this 4th day of August 2026 by and between the United States, acting through the United States Department of the Interior ("DOI") and Canopy Offshore Wind, LLC ("Canopy") (collectively, the "Parties").

WHEREAS, in December 2022, DOI, acting through the Bureau of Ocean Energy Management ("BOEM"), held a lease sale under 43 U.S.C. § 1337(p) of the Outer Continental Shelf Lands Act ("OCSLA") for offshore wind energy development offshore California;

WHEREAS, the winning bidder for Lease No. OCS-P 0561 was RWE Offshore Wind Holdings, LLC ("RWE Offshore"), which later assigned the lease to Canopy, a wholly owned subsidiary of RWE Offshore;

WHEREAS, RWE Offshore successfully bid $157,700,000 for Lease No. OCS-P 0561, which consisted of a bidding credit of $36,392,308 and bonus bid of $121,307,692, and deposited the bonus bid amount into the United States Treasury, through DOI's Office of Natural Resources Revenue ("ONRR");

WHEREAS, BOEM fully executed Lease No. OCS-P 0561 with RWE Offshore with an effective date of June 1, 2023;

WHEREAS, BOEM and Canopy later amended Lease No. OCS-P 0561 on January 14, 2025;

WHEREAS, no construction activities have been undertaken on Lease No. OCS-P 0561, but Canopy and related companies have incurred approximately $30,900,000 to develop Lease No. OCS-P 0561;

WHEREAS, Canopy currently owns Lease No. OCS-P 0561;

WHEREAS, Canopy forgoes the five-year suspension period set forth in 43 U.S.C. §

1334(a)(2)(B) and requests that Lease No. OCS-P 0561 be cancelled and relinquished in accordance with the terms in this Agreement;

WHEREAS, the Department of War has raised classified national security concerns about development of this lease that were not known to BOEM at the time of lease issuance and that would have prevented the lease issuance if they had been considered;

WHEREAS, if this offshore wind project would have continued, BOEM would have issued to Canopy an order suspending the lease indefinitely due to national security issues;

WHEREAS, DOI has determined that cancelling Lease No. OCS-P 0561 is in the public interest because it will bring certainty to the status of Lease No. OCS-P 0561 and assist in preventing a national security threat;

WHEREAS, Canopy asserts that actions taken by the United States to halt offshore wind development have breached and substantially impaired the value of Lease No. OCS-P 0561 and that, absent fulfillment of this settlement or performance of the United States' obligations under the Lease, Canopy's sole recourse for damages (including restitution) would be a lawsuit for breach and repudiation (among other claims for relief) in the United States Court of Federal Claims;

WHEREAS, the Parties desire to set forth the terms of their Agreement in writing in lieu of protracted litigation;

WHEREAS, DOI has referred this potential dispute to the U.S. Department of Justice ("DOJ") for defense of any claim against the United States and the Attorney General's authorized representative has approved resolution of the dispute in accordance with the terms of this Agreement and will submit it for payment from the Judgment Fund.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations, warranties and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree to the following definitions for the purposes of this agreement:

A. The "United States of America" and/or "United States" shall be inclusive of the United States, DOI, BOEM, ONRR, and including any and all agencies, officers, and employees of DOI.

B. "Affiliate" means RWE Supply & Trading GmbH and any entity (including without limitation any corporation, company, partnership, limited liability company or group) that directly or indirectly through one or more intermediaries is controlled by RWE US Holdings, LLC or RWE Supply & Trading GmbH ("Affiliates" are hereinafter included in reference to "Canopy").

C. "Eligible Expenditures" means all and any amounts expended by Canopy or any of its Affiliates (i) for the development of Conventional Energy Projects in the United States, either through the direct payment of capital expenditures ("CAPEX") or through an equity contribution made for the benefit of an entity, pursuant to a cash call, such entity thereafter obligated to apply the funds toward the development of a Conventional Energy Project in the United States and (ii) up to and not to exceed five percent of total Eligible Expenditures, for the purchase of U.S.-produced liquified natural gas.

D. "Conventional Energy Projects" means any investment in (i) oil & gas production, gathering, transportation, processing, storage or refining, (ii) liquefied natural gas, (iii) generation or transmission of non-renewable based electricity (including for the sake of clarity CCGTs), (iv) civil nuclear fuel production, (v) tank farms and, (vi) any infrastructures related to (i) – (v).

2. Canopy, including through Affiliates, has agreed to make Eligible Expenditures in the amount of $121,307,692 between January 1, 2026 and December 31, 2026. Any Eligible Expenditures counted under this Agreement shall not count towards Eligible Expenditures in any other agreement canceling rights in an offshore renewable energy lease to which an Affiliate is a party.

3. If Canopy submits a reasonably qualified accounting audit report by a third party and any supporting documentation (in the form of bank statements, filings or any other valid proof) to the Office of the Assistant Secretary – Policy, Management, and Budget verifying that it or one or more Affiliates has made Eligible Expenditures in the amount of $121,307,692 between January 1, 2026 and December 31, 2026, then DOI agrees to submit, within five business days of Canopy's submission, a request for payment in the amount of $121,307,692 to the Judgment Fund Branch at the United States Department of the Treasury's Bureau of the Fiscal Service (the "Payment"). Canopy will maintain all documentation relating to Eligible Expenditures for a period of three years during which DOI will have the right to request that documentation.

4. Upon transfer and deposit of the Payment in the account of Canopy (as designated by Canopy), DOI will cancel Lease No. OCS-P 0561 and inform ONRR that Lease No. OCS-P 0561 has been cancelled, and Canopy shall promptly submit to DOI an executed copy of BOEM Form 0004 (April 2023), applying to relinquish Lease No. OCS-P 0561.

5. Covenant Not to Sue. Except as necessary to enforce this Agreement, and unless set forth otherwise in this Agreement, the Parties agree that, upon fulfillment of this Agreement, they will not bring, commence, institute, prosecute, or maintain any action at law, proceeding in equity, or any other claims for damages or any other relief whatsoever that relates to, arises from, or is based, in whole or in part, on Lease No. OCS-P 0561.

6. Release and Discharge. Upon fulfillment of this Agreement, in exchange for the

consideration provided herein, Canopy, including its Affiliates, hereby releases and discharges the United States of America from any and all claims, causes of action, liability, and damages, whether known or unknown, of any nature or type, that Canopy, including its Affiliates, has or may have against the United States of America arising out of or in relation to Lease No. OCS-P 0561.

7. No Admissions. Except as otherwise expressly stated herein, nothing in this Agreement constitutes an admission of any fact, or an admission of any liability, by the Parties.

8. Public Disclosure. The Parties consent to the disclosure of this Agreement to the public.

9. Voluntary Agreement/ Advice of Counsel. The Parties agree and declare that they have voluntarily agreed to this Agreement of their own free will and accord, acting upon their own volition, and after consulting with their legal counsel and advisors and without any degree of duress or compulsion.

10. Legal Fees. The Parties will bear their own legal fees and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. Disclaimer of Reliance. Except as contained in this Agreement, the Parties expressly disclaim reliance upon any facts, promises, undertakings or representations made by any other Party, any other Party's representative, or any other Party's attorney in the execution of this Agreement.

12. Consideration. The Parties acknowledge that the provisions of this Agreement provide mutually sufficient consideration for this Agreement and its enforcement.

13. Binding Effect. This Agreement is binding on each Party and their successors, transferees, heirs, and assigns.

14. Entire Agreement/Merger and Modification. This Agreement constitutes the complete agreement between the Parties, and supersedes all prior and contemporaneous

agreements, understandings, negotiations, and discussions among the Parties, whether oral or written, with respect to Lease No. OCS-P 0561. This Agreement may not be amended or rescinded except by mutual written consent of all the Parties.

15. No Third-Party Beneficiaries. This Agreement is intended to be for the benefit of the Parties only. Except for Canopy and as otherwise expressly stated herein, this Agreement is not intended to confer upon any person who is not a Party hereto any rights or remedies hereunder, and no person other than the Parties hereto is entitled to rely on any representation, covenant, or agreement contained herein.

16. Laws, Jurisdiction, & Venue. This Agreement is governed by the laws of the United States. For purposes of construing this Agreement, this Agreement is deemed to have been drafted by both Parties to this Agreement and is not, therefore, to be construed against any Party for that reason in any subsequent dispute. The Parties agree that this Agreement is not judicially reviewable, except for instances of fraud or misrepresentation by Canopy or its Affiliates or an action to enforce this Agreement. This Agreement has no precedential value and is not admissible in any proceeding other than a proceeding related to fraud or misrepresentation by Canopy or its Affiliates or an action to enforce this Agreement.

17. Enforceability. This Agreement must be signed by each and every Party to be enforceable against any Party. This Agreement is effective on the date of signature of the last signatory to the Agreement.

18. No Admission of Liability. The United States specifically denies any liability related to Lease No. OCS-P 0561. Further, Canopy, including its Affiliates, agrees that no liability or damages are attributable to the United States as the result of this Agreement, the actions taken by the United States pursuant to this Agreement (except in connection with the enforcement of the obligations of the United States under this Agreement), and, upon fulfillment of this Agreement,

Lease No. OCS-P 0561. This Agreement is being made purely upon a cooperative basis by the Parties to address certain matters identified hereto, and this Agreement, and/or any performance under this Agreement pursuant hereto, is not allowed to be used as evidence of liability of any of the Parties in any suit or suits, claims, causes of action, or in any public comment whatsoever, except as necessary to enforce this Agreement.

19. Authority. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. Non-Appropriation. Nothing in this Agreement may be construed to commit a federal agency or official to expend funds not appropriated by Congress. Nothing in this Agreement may be interpreted as a commitment or requirement that DOI obligate funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law or regulation.

21. Counterpart Execution. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

22. Tolling. If this Agreement is stayed by court order, the deadlines herein (whether event-triggered or date certain) shall be tolled by a duration equal to the length of the stay.

23. Fulfillment. This Agreement will be considered fulfilled when Lease No. OCS-P 0561 has been cancelled and relinquished and the United States has paid $121,307,692 to Canopy or its designee(s) under this Agreement.

[Three signature pages follow.]

UNITED STATES DEPARTMENT OF THE INTERIOR

Doug Burgum
Secretary of the Interior

Date: July 28th, 2026

UNITED STATES DEPARTMENT OF JUSTICE

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Stanley Woodward
Associate Attorney General

Date: 08.04.26

CANOPY OFFSHORE WIND, LLC

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Samuel Eaton
President and Chief Executive Officer

Date: 08/04/2026