

AUG 06 2024

Office of Renewable  
Energy Programs

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF OCEAN ENERGY MANAGEMENT  <b>RESEARCH LEASE OF SUBMERGED          LANDS FOR RENEWABLE ENERGY          ACTIVITIES ON THE OUTER          CONTINENTAL SHELF</b>  <i>Paperwork Reduction Act of 1995 statement: This form does not          constitute an information collection as defined by 44 U.S.C. § 3501 et seq.          and therefore does not require approval by the Office of Management and          Budget.</i>	Office Sterling, VA	Renewable Energy Lease Number  OCS-A 0553
	Cash Bonus and/or Acquisition Fee N/A	Resource Type  Wind
	Effective Date  September 1, 2024	Block Number(s)  See Addendum "A"

This lease, which includes any addenda hereto, is hereby entered into by and between the United States of America, ("Lessor"), acting through the Bureau of Ocean Energy Management ("BOEM"), its authorized officer, and the State of Maine ("Lessee"), acting through the Governor's Office of Policy Innovation and the Future ("GOPIF") and the Governor's Energy Office ("GEO").

Lessee	Interest Held
State of Maine	100%

This lease is effective on the date written above ("Effective Date") and will continue in effect until the lease terminates as set forth in Addendum "B." In consideration of the promises, terms, conditions, covenants, and stipulations contained herein and attached hereto, the Lessee and the Lessor agree as follows:

### Section 1: Statutes and Regulations.

This lease is issued pursuant to subsection 8(p) of the Outer Continental Shelf Lands Act (OCSLA; "the Act"), 43 U.S.C. §§ 1331 *et seq.* This lease is subject to the Act and regulations promulgated pursuant to the Act, including but not limited to, offshore renewable energy and alternate use regulations at 30 CFR Part 585 as well as other applicable statutes and regulations in existence on the Effective Date of this lease. This lease is also subject to those statutes enacted (including amendments to the Act or other statutes) and regulations promulgated thereafter, except to the extent that they explicitly conflict with an express provision of this lease. It is expressly understood that amendments to existing statutes, including but not limited to the Act, and regulations may be made, and/or new statutes may be enacted or new regulations promulgated, which do not explicitly conflict with an express provision of this lease, and that the Lessee bears the risk that such amendments, regulations, and statutes may increase or decrease the Lessee's obligations under the lease.

### Section 2: Rights of the Lessee.

- (a) The Lessor hereby grants and leases to the Lessee the exclusive right and privilege, subject to the terms and conditions of this lease and applicable regulations, to: (1) submit

to the Lessor for approval a Site Assessment Plan (SAP) and Research Activities Plan (RAP) that meets the requirements of 30 CFR 585.626-585.628 for wind energy facilities, as identified in Addendum “A” of this lease; and (2) conduct activities in an approved SAP or RAP in the area identified in Addendum “A” of this lease (“leased area”). This lease does not, by itself, authorize any activity within the leased area. The Lessor and Lessee will comply with the processes outlined in 30 CFR 585.605-585.618 when submitting, processing, and conducting activities related to the SAP, and 30 CFR 585.620-585.635 when submitting, processing, and conducting activities relating to the RAP, unless the Lessor has approved or prescribed a departure under 30 CFR 585.103. BOEM will review a RAP according to the regulations governing construction and operations plans outlined in 30 CFR 585.620-628.

- (b) The rights granted to the Lessee herein are limited to those activities described in any SAP or RAP approved by the Lessor. The rights granted to the Lessee are limited by the lease-specific terms, conditions, and stipulations required by the Lessor per Addendum “C.”
- (c) This lease does not authorize the Lessee to conduct activities on the Outer Continental Shelf (OCS) relating to or associated with the exploration for, or development or production of, oil, gas, other seabed minerals, or renewable energy resources other than those renewable energy resources identified in Addendum “A.”

### **Section 3: Reservations to the Lessor.**

- (a) All rights in the leased area not expressly granted to the Lessee by the Act, applicable regulations, this lease, or any approved SAP or RAP, are hereby reserved to the Lessor.
- (b) The Lessor retains the right to disapprove a SAP or RAP based on the Lessor’s determination that the proposed activities would have unacceptable environmental consequences, would conflict with one or more of the requirements set forth in subsection 8(p)(4) of the Act (43 U.S.C. § 1337(p)(4)), or for other reasons provided by the Lessor pursuant to 30 CFR Part 585. Disapproval of plans will not subject the Lessor to liability. The Lessor also retains the right to approve with modifications a SAP or RAP, as provided in applicable regulations.
- (c) The Lessor reserves the right to suspend the Lessee’s operations in accordance with the national security and defense provisions of section 12 of the Act and applicable regulations.
- (d) The Lessor reserves the right to authorize other uses within the leased area and project easement(s) that will not unreasonably interfere with activities described in an approved SAP or RAP, pursuant to this lease.

### **Section 4: Payments.**

The Lessor will not charge the Lessee any fees for the purpose of ensuring a fair return for the use of this research lease area on the OCS.

## **Section 5: Plans and Designation of Operator.**

The Lessee, by itself or through its designated operator, may conduct those activities described in Addendum “A” only in accordance with a SAP or RAP approved by the Lessor. The Lessee may not deviate from an approved SAP or RAP except as approved pursuant to applicable regulations in 30 CFR 585.

Prior to conducting any activities under this Lease, the Lessee must designate an operator using the Designation of Operator form provided by BOEM. Once the Lessee and the designated operator have executed the Designation of Operator, and it is approved by the Lessor, fulfillment of certain duties and obligations of the Lessee established by the terms of this lease and addenda are assumed by the designated operator. Such duties and obligations include, but are not limited to, those enumerated in: sections 5, 7, 8, 9, 10, 13, 14, 15, 16, and 17 of this lease; section III of Addendum B; sections 2.1, 2.4.1, 2.6, 3.1, 3.2, 4.1 (except for the State of the Science at the Research Array section of the Progress Report as discussed in section 4.1.1), 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, and 7.1 of Addendum C. Assumption of these duties and obligations by the designated operator does not constitute an assignment of any interest in the lease or sublease. The Lessor agrees to coordinate directly with the designated operator with respect to such obligations of the designated operator as they are enumerated herein and described in the Designation of Operator.

## **Section 6: Associated Project Easements.**

Pursuant to 30 CFR 585.200(b), the Lessee has the right to one or more project easements, without further competition, for the purpose of installing, gathering, transmission, and distribution cables, pipelines, and appurtenances on the OCS, as necessary for the full enjoyment of the lease, and under applicable regulations in 30 CFR Part 585. As part of submitting a RAP for approval, the Lessee may request that one or more easement(s) be granted by the Lessor. If the Lessee requests that one or more easement(s) be granted when submitting a RAP for approval, such project easements will be granted by the Lessor in accordance with the Act and applicable regulations in 30 CFR Part 585, upon approval of the RAP in which the Lessee has demonstrated a need for such easements. Such easements must be in a location acceptable to the Lessor and will be subject to such conditions as the Lessor may require. The project easement(s) that would be issued in conjunction with an approved RAP under this lease will be described in Addendum “D” to this lease, which will be updated as necessary.

## **Section 7: Conduct of Activities.**

The Lessee, by itself or through its designated operator, must conduct, and agrees to conduct, all activities in the leased area in accordance with an approved SAP or RAP, and with all applicable laws and regulations.

The Lessee further agrees that no activities authorized by this lease, including activities conducted by the Lessee or its designated operator, will be carried out in a manner that:

- (a) could unreasonably interfere with or endanger activities or operations carried out under any lease or grant issued or maintained pursuant to the Act, or under any other license or approval from any Federal agency;

- (b) could cause any undue harm or damage to the environment;
- (c) could create hazardous or unsafe conditions; or
- (d) could adversely affect sites, structures, or objects of historical, cultural, or archaeological significance, without notice to and direction from the Lessor on how to proceed.

**Section 8: Violations, Suspensions, Cancellations, and Remedies.**

If the Lessee or the designated operator fails to comply with (1) any of the applicable provisions of the Act or regulations, (2) the approved SAP or RAP, or (3) the terms of this lease, including associated Addenda, the Lessor may exercise any of the remedies that are provided under the Act and applicable regulations, including, without limitation, issuance of cessation of operations orders, suspension or cancellation of the lease, and/or the imposition of penalties, in accordance with the Act and applicable regulations.

The Lessor may also cancel this lease for reasons set forth in subsection 5(a)(2) of the Act (43 U.S.C. § 1334(a)(2)), or for other reasons provided by the Lessor pursuant to 30 CFR 585.422 and 30 CFR 285.437.

Non-enforcement by the Lessor of a remedy for any particular violation of the applicable provisions of the Act or regulations, or the terms of this lease, will not prevent the Lessor from exercising any remedy, including cancellation of this lease, for any other violation or for the same violation occurring at any other time.

**Section 9: Indemnification.**

Consistent with the terms of this lease and the Third Party Indemnity Agreement executed between the Lessee and the designated operator provided in Addendum "E" hereto, the designated operator agrees to indemnify the Lessor for, and hold the Lessor harmless from, any claim caused by or resulting from any of the designated operator's operations or activities on the leased area or project easements or arising out of any activities conducted by the designated operator, its employees, contractors, subcontractors, or their employees, under this lease, including claims for:

- (a) loss or damage to natural resources,
- (b) the release of any petroleum or any Hazardous Materials,
- (c) other environmental injury of any kind,
- (d) damage to property,
- (e) injury to persons, and/or
- (f) costs or expenses incurred by the Lessor.

“Hazardous Material” means:

1. Any substance or material defined as hazardous, a pollutant, or a contaminant under the Comprehensive Environmental Response, Compensation, and Liability Act at 42 U.S.C. §§ 9601(14) and (33);
2. Any regulated substance as defined by the Resource Conservation and Recovery Act (“RCRA”) at 42 U.S.C. § 6991 (7), whether or not contained in or released from underground storage tanks, and any hazardous waste regulated under RCRA pursuant to 42 U.S.C. §§ 6921 et seq.;
3. Oil, as defined by the Clean Water Act at 33 U.S.C. § 1321(a)(1) and the Oil Pollution Act at 33 U.S.C. § 2701(23); or
4. Other substances that applicable Federal, state, tribal, or local laws define and regulate as “hazardous.”

Notwithstanding the foregoing paragraph, the indemnification obligations of this section will not accrue to the Lessee. Such obligations will accrue to the designated operator upon the execution of the Designation of Operator and, as between the Lessee and the designated operator, a Third Party Indemnity Agreement for the benefit of the Lessor. The Lessee and its designated operator must provide the Lessor with an executed Third Party Indemnity Agreement in the form provided in Addendum “E” hereto prior to conducting any activities on the OCS associated with this Lease that indemnifies the Lessor for, and holds the Lessor harmless from, any claim caused by or resulting from any of the designated operator’s operations or activities on the leased area or project easements or arising out of any activities conducted by the designated operator, its employees, contractors, subcontractors, or their employees, under this lease, including claims for items a. through f. listed in the preceding paragraph.

Except as provided in any addenda to this lease, neither the Lessee nor its designated operator will be liable for any losses or damages caused by the activities of the Lessor or the Lessor’s employees, contractors, subcontractors, or their employees. Nothing in this lease will be construed to waive any liability or relieve the Lessee from any penalties, sanctions, or claims that would otherwise apply by statute, regulation, operation of law, or could be imposed by the Lessor or other government agency acting under such laws.

#### **Section 10: Financial Assurance.**

The Lessee, by itself or through its designated operator, must provide and maintain at all times a surety bond(s) or other form(s) of financial assurance approved by the Lessor in the amount specified in Addendum “B.” As required by the applicable regulations in 30 CFR Part 585, if, at any time during the term of this lease, the Lessor requires additional financial assurance, then the Lessee, by itself or through its designated operator, must furnish the additional financial assurance required by the Lessor in a form acceptable to the Lessor within 90 days after receipt of the Lessor’s notice of such adjustment.

### **Section 11: Assignment or Transfer of Lease.**

This lease may not be assigned or transferred in whole or in part without written approval of the Lessor. The Lessor reserves the right, in its sole discretion, to deny approval of the Lessee's application to transfer or assign all or part of this lease. Any assignment will be effective on the date the Lessor approves the Lessee's application. Any assignment made in contravention of this section is void.

### **Section 12: Relinquishment of Lease.**

The Lessee may relinquish this entire lease or any officially designated subdivision thereof by filing with the appropriate office of the Lessor a written relinquishment application, in accordance with applicable regulations in 30 CFR Part 585. No relinquishment of this lease or any portion thereof will relieve the Lessee or its surety of the obligations accrued hereunder. This includes, but is not limited to, the Lessee's responsibility, by itself or through its designated operator, to remove property and restore the leased area and project easement(s) pursuant to section 13 of this lease and applicable regulations.

### **Section 13: Removal of Property and Restoration of the Leased Area on Termination of Lease.**

Unless otherwise authorized by the Lessor, pursuant to the applicable regulations in 30 CFR Part 585, the Lessee, by itself or through its designated operator, must remove or decommission all facilities, projects, cables, pipelines, and obstructions and clear the seafloor of all obstructions created by activities on the leased area, including any project easement(s), within two years following lease termination, whether by expiration, cancellation, contraction, or relinquishment, in accordance with any approved SAP, RAP, or approved decommissioning application, and applicable regulations in 30 CFR Parts 285 and 585.

### **Section 14: Safety Requirements.**

The Lessee, by itself or through its designated operator, must:

- (a) maintain all places of employment for activities authorized under this lease in compliance with occupational safety and health standards and, in addition, free from recognized hazards to employees of the Lessee or of any contractor or subcontractor operating under this lease;
- (b) maintain all operations within the leased area in compliance with regulations in 30 CFR Parts 285 and 585, and orders from the Lessor and other Federal agencies with jurisdiction, intended to protect persons, property and the environment on the OCS; and
- (c) provide any requested documents and records, which are pertinent to occupational or public health, safety, or environmental protection, and allow prompt access, at the site of any operation or activity conducted under this lease, to any inspector authorized by the Lessor or other Federal agency with jurisdiction.

### **Section 15: Debarment Compliance.**

The Lessee must comply with the Department of the Interior's non-procurement debarment and suspension regulations set forth in 2 CFR Parts 180 and 1400 and must communicate the requirement to comply with these regulations to persons with whom it does business related to this lease by including this requirement in all relevant contracts and transactions.

### **Section 16: Equal Opportunity Clause.**

During the performance of this lease, the Lessee must fully comply with paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended (reprinted in 41 CFR 60-1.4(a)), and the implementing regulations, which are for the purpose of preventing employment discrimination against persons on the basis of race, color, religion, sex, or national origin. Paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended, are incorporated in this lease by reference.

### **Section 17: Certification of Nonsegregated Facilities.**

By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "facilities" means, but is not limited to, any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees. Segregated facilities include those that are segregated by explicit directive or those that are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise; provided, that separate or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy as appropriate. The Lessee further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to awarding contracts or subcontracts unless they are exempt under 41 CFR 60-1.5.

### **Section 18: Notices.**

All notices or reports provided from one party to the other under the terms of this lease must be in writing, except as provided herein and in the applicable regulations in 30 CFR Parts 285 and 585. Written notices must be delivered to the party's Lease Representative, as specifically listed in Addendum "A," either electronically, by hand, by facsimile, or by United States first class mail, adequate postage prepaid. Either party must, as soon as practicable, notify the other of a change to their contact information listed in section I of Addendum "A" by written notice signed by a duly authorized signatory and delivered by hand or United States first class mail, adequate postage prepaid. Until such notice is delivered as provided in this section, the last recorded contact information for either party will be deemed current for service of all notices and reports required under this lease. For all operational matters, notices and reports must be provided to the party's Operations Representative as well as the Lease Representative.

**Section 19: Severability Clause.**

If any provision of this lease is held unenforceable, all remaining provisions of this lease will remain in full force and effect.

**Section 20: Modification.**

Unless otherwise authorized by the applicable regulations in 30 CFR Parts 285 and 585, this lease may be modified or amended only by mutual agreement of the Lessor and the Lessee. No such modification or amendment will be binding unless it is in writing and signed by duly authorized signatories of the Lessor and the Lessee.

**Section 21: Variance.**

The Lessee may submit a written request via email to the BOEM Office of Renewable Energy Programs Chief and/or the Bureau of Safety and Environmental Enforcement (“BSEE”) via TIMSWeb (<https://timsweb.bsee.gov/>), requesting a variance from the requirements of this Lease. The request must explain why compliance with a particular requirement is not technically and/or economically practical or feasible and any alternative actions the Lessee proposes to take. To the extent not otherwise prohibited by law and after consideration of all relevant facts and applicable legal requirements, BOEM and/or BSEE will not unreasonably withhold approval of the request for a variance if the appropriate Bureau(s) determine that the variance: (1) would not result in a change in the Project impact levels described in the Environmental Assessment (“EA”) and the Finding of No Significant Impact issued for this Lease; (2) would not alter obligations or commitments resulting from consultations performed by BOEM and BSEE under federal law in connection with this Lease in a manner that would require BOEM to re-initiate or perform additional consultations (e.g., Endangered Species Act (“ESA”), Coastal Zone Management Act (“CZMA”), National Historic Preservation Act (“NHPA”)); and (3) would not alter BOEM’s determination that the activities associated with the Project would be conducted in accordance with section 8(p)(4) of OCSLA. After making a determination regarding a request for variance, BOEM and/or BSEE will notify the Lessee in writing whether the appropriate Bureau(s) will allow the proposed variance from the identified requirements set forth in this Lease. Approvals of variance requests will be made publicly available.



**Section 22: Representations.**

Each party to this lease represents and warrants to the other party to this lease that the party signing has lawful power and authority to enter into this lease and that each person signing the lease on behalf of a party is authorized to bind the party named above his or her signature.

State of Maine  
\_\_\_\_\_  
*H P.* Lessee

\_\_\_\_\_  
(Signature of 1<sup>st</sup> Authorized Officer)

Hannah Pingree      8/2/24  
\_\_\_\_\_  
(Name of Signatory)      (Date)

Director, Governor's Office of Policy  
Innovation and the Future  
\_\_\_\_\_  
(Title)

*D. Burgess*  
\_\_\_\_\_  
(Signature of 2<sup>nd</sup> Authorized Officer)

Dan Burgess  
\_\_\_\_\_  
(Name of Signatory)

Director, Governor's Energy Office  
\_\_\_\_\_  
(Title)

8/2/24  
\_\_\_\_\_  
(Date)

The United States of America  
\_\_\_\_\_  
Lessor

\_\_\_\_\_  
(Signature of Authorized Officer)

David B. Diamond  
\_\_\_\_\_  
(Name of Signatory)

Deputy Chief for Operations, Atlantic Outer  
Continental Shelf, Office of Renewable Energy  
Programs  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM “A”**

DESCRIPTION OF LEASED AREA AND LEASE ACTIVITIES

Lease Number OCS-A 0553

I. Lessor and Lessee Contact Information

Lessee Company Number: 15130

(a) Lessor’s Contact Information

	<b>Lease Representative</b>	<b>Operations Representative</b>
Title	Deputy Chief for Operations, Atlantic Outer Continental Shelf, Office of Renewable Energy Programs	Same as Lease Representative
Address	U.S. Department of the Interior Bureau of Ocean Energy Management 45600 Woodland Road, Mail Stop VAM-OREP Sterling, Virginia 20166	
Phone	(703) 787-1300	
Fax	(703) 787-1708	
Email	renewableenergy@boem.gov	

(b) Lessee’s Contact Information

	<b>Lease Representative</b>	<b>Operations Representative</b>
Name	Dan Burgess	Celina Cunningham
Title	Director, Maine Governor’s Energy Office	Deputy Director, Maine Governor’s Energy Office
Address	62 State House Station Augusta, ME 04333	62 State House Station Augusta, ME 04333
Phone	(617) 365-8124	(207) 530-0366
Fax		
Email	Dan.burgess@maine.gov	Celina.cunningham@maine.gov

II. Description of Leased Area

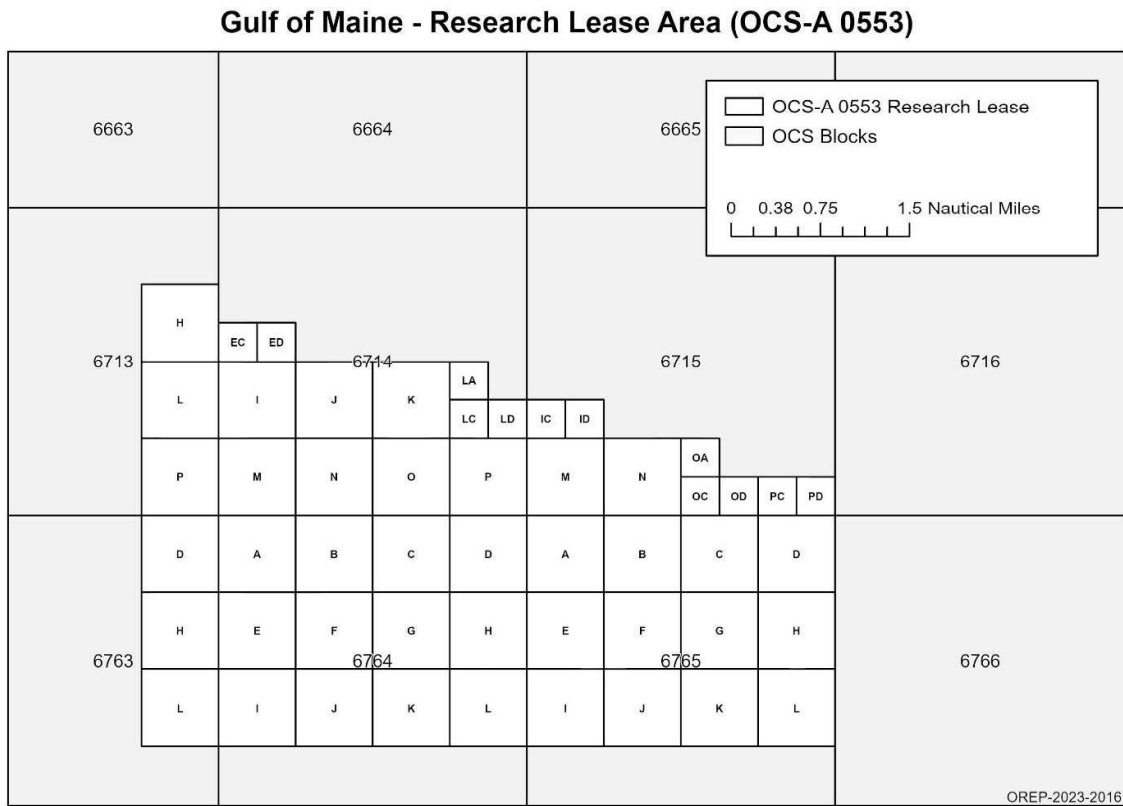
The total acreage of the leased area is approximately 14,945 acres. Lessee must relinquish all of the leased area outside of the developable area within 90 days following Lessor’s approval of the Lessee’s research activities plan, the requirements for which are provided in Section 2 of Addendum “C” of this lease.

This area also is subject to later adjustment, in accordance with applicable Bureau of Ocean Energy Management regulations (e.g., contraction, relinquishment).

**Lease OCS-A 0553**

The following Blocks or portions of Blocks lying within Official Protraction Diagram Bath NK19-02, are depicted on the map below and comprise 14,945 acres, more or less.

1. Block 6713, SE1/4 of NE1/4, E1/2 of SE1/4
2. Block 6714, NW1/4 of NE1/4 of SE1/4, S1/2 of NE1/4 of SE1/4, S1/2 of SE1/4, NW1/4 of SE1/4, SW1/4, S1/2 of SW1/4 of NW1/4
3. Block 6715, S1/2 of SE1/4 of SE1/4, SE1/4 of SW1/4 of SE1/4, W1/2 of SW1/4 of SE1/4, S1/2 of SW1/4, S1/2 of NW1/4 of SW1/4
4. Block 6763, E1/2 of NE1/4, NE1/4 of SE1/4
5. Block 6764, N1/2, N1/2 of S1/2
6. Block 6765, N1/2, N1/2 of S1/2



III. Renewable Energy Resource

Wind

IV. Description of the Project

A research project to generate energy using wind turbine generators and conduct any associated resource assessment activities, as well as install associated offshore substation platforms, interarray cables, and subsea export cables, located on the Outer Continental Shelf in the leased area.

V. Description of Project Easement(s)

Once approved, the Lessor will incorporate Lessee's project easement(s) in this lease as Addendum "D."

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM “B”**

LEASE TERM AND FINANCIAL SCHEDULE

Lease Number OCS-A 0553

I. Lease Term

The duration of each period of the lease is described below. The periods may be extended or otherwise modified in accordance with applicable regulations in 30 CFR Part 585.

Preliminary Period	5 years
Research Activities Plan (“RAP”) Review Period	Begins at RAP submittal and concludes with Bureau of Ocean Energy Management’s (BOEM) RAP decision
Design and Construction Period	Begins at BOEM’s RAP approval and concludes when the requirements of 30 CFR 285.637(a) are met or at the expiration of the period set forth in the approved RAP as modified
Operations Period	20 years, however, if a Power Purchase Agreement of longer duration, up to 25 years, is executed within one year of the effective date, the Operations Period shall be the duration of the PPA

Schedule: Addendum “C” includes a schedule and reporting requirements for conducting site characterization activities.

Renewal: The Lessee may request renewal of the operations period of this lease after 7 years from initial electricity generation from the project, in accordance with applicable regulations in 30 CFR Part 585. The Bureau of Ocean Energy Management (“BOEM”) will evaluate a renewal request using the criteria at 30 CFR 585.429 in addition to considering the lessee’s compliance with lease stipulations and the terms and conditions of the approved RAP. BOEM will set the period of the renewal at the time of the renewal on a case-by-case basis in accordance with 30 CFR 585.427. The Lessor, at its discretion, may approve a renewal request to conduct substantially similar activities as were originally authorized under this lease or in an approved plan. The Lessor will not approve a renewal request that involves development of a type of renewable energy not originally authorized in the lease.

II. Definitions

*Delivery Point* means the meter identified in the RAP where the Lessee’s facility interconnects with the electric grid to deliver electricity for sale.

*Design and Construction Period* means the period of the lease that begins at RAP approval and concludes when the requirements of 30 CFR 285.237(a) are met or at the expiration of the period set forth in the approved RAP as modified. The approved RAP will include a timeline for the design and construction period, subject to modification as mutually agreed to by BOEM and the Lessee.

*End Date* means the earlier of a) the last calendar day of the last month of the Operations Period; or b) the date on which the lease terminates in the event of a lease termination for another reason under 30 CFR 585.432.

*Lease Anniversary* means the anniversary of the lease effective date.

*Lease Issuance Date* means the date on which this lease has been signed by *both* the Lessee and the Lessor.

*Lease Term* means the entire duration of the lease, which is comprised of the preliminary period, the RAP review period, the design and construction period, and the operations period.

*Operations Period* means the period of the lease that commences at the operations start date, as calculated according to the provisions of 30 CFR 285.637(a) and ends 20 years therefrom unless otherwise extended by BOEM.

*Preliminary Period* means the period of the lease that commences on the lease effective date and ends on either the RAP submission date or 5 years after the lease effective date.

*RAP Review Period* means the period of the lease that commences on the RAP submittal date and ends on the date of BOEM's decision on whether to approve or disapprove the RAP or approve the RAP with modifications.

### III. Financial Assurance

The Lessor will base the determination for the amounts of all Site Assessment Plan ("SAP"), RAP, and decommissioning financial assurance requirements on estimates of the cost to meet all accrued lease obligations. The Lessor will determine the amount of supplemental and decommissioning financial assurance requirements on a case-by-case basis. The amount of financial assurance required to meet all lease obligations includes:

- (a) **Initial Financial Assurance.** Prior to the Lease Issuance Date, either the Lessee or the designated operator must provide an initial lease-specific bond, or other approved means of meeting the Lessor's initial financial assurance requirements in an amount equal to \$100,000.
- (b) **Additional Financial Assurance.** In addition to the initial lease-specific financial assurance discussed above, either the Lessee or the designated operator must also provide additional supplemental bonds associated with the SAP or RAP, or other form of financial assurances and a decommissioning bond or other approved means of meeting the Lessee's decommissioning obligations.

- (1) Prior to the Lessor's approval of a SAP, the Lessor will require an additional supplemental bond or other form of financial assurance in an amount determined by the Lessor based on the complexity, number, and location of all facilities involved in the site assessment activities planned in the SAP, and estimates of the costs to meet all accrued obligations, in accordance with applicable BOEM regulations (30 CFR 585.515-585.537). The supplemental financial assurance requirement is in addition to the initial lease-specific financial assurance in the amount of \$100,000. The Lessee or the designated operator may meet these obligations by providing a new bond or other acceptable form of financial assurance or increasing the amount of its existing bond or other form of financial assurance.
  - (2) Prior to the Lessor's approval of a RAP, the Lessor may require an additional supplemental bond or other form of financial assurance in an amount determined by the Lessor based on the complexity, number, location of all facilities, activities and operations planned in the RAP, and estimates of the costs to meet all accrued obligations, in accordance with applicable BOEM regulations (30 CFR 585.515-585.537). The supplemental financial assurance requirement is in addition to the initial lease-specific financial assurance in the amount of \$100,000 and an additional supplemental bond or other form of financial assurance required with the SAP. The Lessee or the designated operator may meet this obligation by providing a new bond or other acceptable form of financial assurance or increasing the amount of its existing bond or other form of financial assurance.
    - The Lessor will require a decommissioning bond or other form of financial assurance based on the anticipated decommissioning costs in accordance with applicable BOEM regulations (30 CFR 585.515-585.537). The decommissioning obligation must be guaranteed through an acceptable form of financial assurance and will be due according to the schedule beginning before commencement of the installation of facilities on a date or dates to be determined by the Lessor.
- (c) **Adjustments to Financial Assurance Amounts.** The Lessor reserves the right to adjust the amount of any financial assurance requirement (initial, supplemental, or decommissioning) associated with this lease and/or reassess the Lessee's cumulative lease obligations, including decommissioning obligations, at any time. If the Lessee's cumulative lease obligations and/or liabilities increase or decrease, the Lessor will notify the Lessee and the designated operator of any intended adjustment to the financial assurance requirements and provide the Lessee and the designated operator an opportunity to comment in accordance with applicable BOEM regulations.

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF OCEAN ENERGY MANAGEMENT

**ADDENDUM “C”**

LEASE-SPECIFIC TERMS, CONDITIONS, AND STIPULATIONS

Lease Number OCS-A 0553

The Lessee’s rights to conduct activities on the leased area are subject to the following terms, conditions, and stipulations. The Lessor reserves the right to impose additional terms and conditions incident to the future approval or approval with modifications of plans, such as a Site Assessment Plan (SAP) or Research Activities Plan (RAP).

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## **1 DEFINITIONS**

- 1.1 Archaeological Resource means “archaeological resource” as defined in 30 CFR 585.113.
- 1.2 Days means, unless otherwise specified, calendar days.
- 1.3 Geological and Geophysical Survey (G&G Survey) means collectively surveys that collect data on the geology of the seafloor and landforms below the seafloor. High resolution geophysical surveys and geotechnical (sub-bottom) exploration are components of G&G surveys.
- 1.4 Geotechnical Exploration, also referred to as “Sub-bottom Sampling,” or “Geotechnical Testing,” means collectively site acquisition of site-specific sediment and underlying geologic data from the seafloor and the sub-bottom, and includes geotechnical surveys utilizing deep borings, vibracores, and cone penetration tests.
- 1.5 High Resolution Geophysical (HRG) Survey means a marine remote-sensing survey using, but not limited to, such equipment as side-scan sonar, magnetometer, shallow and medium (Seismic) penetration sub-bottom profiler systems, narrow beam or multibeam echo sounder, or other such equipment employed for the purposes of providing data on geological conditions, identifying shallow hazards, identifying archaeological resources, charting bathymetry, and gathering other site characterization information.
- 1.6 Protected Species means a species protected under the Endangered Species Act (ESA) or the Marine Mammal Protection Act, or both.
- 1.7 Site Assessment Activities or site assessment means site assessment activities as defined in 30 CFR 585.113.
- 1.8 Indian Tribe or Tribe means any American Indian or Alaska Native Tribe, band, nation, pueblo, rancheria, village, or community that the Secretary of the Interior acknowledges to exist as an Indian Tribe pursuant to the federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. (United States Code) § 5131.
- 1.9 Qualified Marine Archaeologist means a person retained by the Lessee who meets the Secretary of the Interior’s Professional Qualifications Standards for Archaeology (48 Federal Register (FR) 44738- 44739) and has experience analyzing marine geophysical data.

## **2 RESEARCH LEASE RAP REQUIREMENTS**

- 2.1 General: The RAP must meet the requirements for a Construction and Operations Plan (COP) for wind energy facilities set forth in 30 CFR 585.626-585.627. This requirement is to ensure that the Bureau of Ocean Energy Management (BOEM) has the necessary data and information to conduct its technical and environmental reviews for the research project.

- 2.2 Research Framework: The RAP must outline how the Lessee plans to implement the research under each category proposed in the State’s Research Framework. Categories of research within the proposed framework include, but are not limited to, fisheries coexistence, interactions with the ecosystem and the environment, optimized navigation safety, understanding socioeconomic opportunities and challenges in coastal communities, advancing equitable supply chain and workforce development, and enhancing technology for floating offshore wind, including the monitoring of mooring lines and platform structural performance during operations.
- 2.3 Research Lease Requirements Compliance: Lessee must successfully implement the Research Framework, thereby ensuring that the purpose of this research lease is met. Compliance with this requirement may be demonstrated by, for example:
- 2.3.1 A State of the Science at the Research Array, described in Section 4.1.1 below.
- 2.3.2 A formal Memorandum of Agreement between the Lessee and one or more Federal agencies to provide in-kind and/or funding support to achieve the public benefit objectives of the research array, as appropriate.
- 2.4 Research Access and Open Source Data: To meet the objective of the Research Array and to ensure the Research Framework maximally benefits the public, the advancement of the offshore wind industry, and future commercial projects, the Lessee must adhere to the following subclauses:
- 2.4.1 Research Site Access: The Lessor, its designated representative, and any entity to which the Lessor provides access, retains the right to access, for research purposes, the site of any operation or activity conducted under this lease, so long as such access does not compromise the safety of or unreasonably interfere with designated operator’s construction, operation, or maintenance of the project. The Lessor will make a good faith effort to provide prior notice of requests for access. This provision does not limit the Lessor’s authority to access the lease for other purposes, including, but not limited to, inspections conducted by the Bureau of Safety and Environmental Enforcement (BSEE) pursuant to 30 CFR 285.822.
- 2.4.2 Collaboration with Researchers: The Lessee will collaborate with researchers, including some from entities outside of the Gulf of Maine region (Maine, New Hampshire and Massachusetts), whose research goals align with the Research Framework, and whose field work will not compromise the safety of or unreasonably interfere with the construction, operation, or maintenance of the offshore wind facility. Compliance with this requirement may be demonstrated through the participation of the entities described above, in conducting the research and through the issuance of competitive solicitations for research funding by the state.
- 2.4.3 Data Dissemination: The Lessee must work with BOEM to develop a process that would make available to the public at no cost any data resulting from implementation of the Research Framework that the Lessee would not otherwise designate as exempt from disclosure under Exemption 4 of the Freedom of Information Act (FOIA). BOEM

reserves the right to resolve any disputes regarding the confidentiality of data under the FOIA Exemption 4 standard. Publication of data must be consistent with the Office of Management and Budget ‘Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies’. Additionally, data should be machine-readable (i.e., in a format that a computer can process without human intervention and without losing semantic meaning), available in an open format that allows anyone to use and implement the data asset, unencumbered by restrictions on use and reuse, including through use of open licenses that allow the data asset to be made available at no cost to the public, and compliant with applicable open standards.

2.4.3.1 By the first anniversary of the lease effective date, the Lessee must, unless otherwise directed by BOEM and in consultation with the Bureau, finalize a plan for fulfilling this requirement. The plan should include descriptions of, for example:

- Data repositories for storage and archiving.
- Data access terms and conditions, data security.
- Data and metadata standards.
- Data sharing approach.
- Federal assistance through existing data repositories and in-kind personnel assistance to facilitate data transfers and sharing.
- How the Lessee will share select survey, performance, and operations and maintenance data that is not captured by the requirements of the Research Framework, that is necessary for the research, and that may be shared without compromising trade secrets of the designated operator.

2.5 Compliance with Maine Public Law 2021, Chapter 327 (Act to Encourage Research to Support the Maine Offshore Wind Industry or “P.L. 2021, c. 327”): : Any long-term power purchase agreement related to the research array must comply with applicable state law, including P.L. 2021, c. 327, including the requirement that the pricing structure for any long-term power purchase agreement represents the lowest reasonable cost to ratepayers. The Lessee may demonstrate compliance with this requirement through an Order of the Maine Public Utilities Commission directing the execution of the power purchase agreement between the designated operator and the State of Maine’s regulated utility companies.

- 2.6 Site Assessment Plan: If a meteorological device outfitted with the necessary equipment to collect pertinent site assessment data needed for the RAP, such as a meteorological buoy(s), was deployed in the leased area prior to execution of this lease, BOEM will not require the Lessee to submit a SAP for the already deployed buoy(s). However, BOEM will require that the Lessee follow all applicable regulations regarding operation, maintenance, and decommissioning of facilities on the OCS. Should the Lessee desire to conduct additional activities covered by a SAP, the Lessee must follow applicable requirements provided in 30 CFR 585.605-585.618.

### 3 SITE CHARACTERIZATION

- 3.1 Survey Plan(s): Prior to conducting each physical, biological, or cultural resources survey in support of the submission of a plan, the Lessee must submit to the Lessor a survey plan. Each distinct survey effort (e.g., mobilization) must be addressed by a survey plan, although a single survey plan may cover more than one survey effort and may cover multiple types of activities (e.g., geotechnical and geophysical surveys on lease and along cable routes).

Each survey plan must include details of activities to be conducted and timelines of each survey effort necessary to support the submission of a plan (i.e., necessary to satisfy the information requirements in the applicable regulations, including but not limited to 30 CFR 585.606, 585.610, 585.611, 585.621, 585.626, and 585.627.). Whether or not a SAP is required to deploy a buoy for data collection purposes, the Lessee must describe how any buoys Lessee plans to install on the Outer Continental Shelf (OCS) will collect data sufficient to meet BOEM's COP meteorological and other data requirements. The Lessor will not accept survey plans that do not provide sufficient detail for review, including but not limited to specific description and illustration of the geographic areas to be surveyed, specific discussion of the survey methods and equipment to be employed, and a schedule of survey activities. The Lessee should refer to [Guidelines for Providing Geophysical, Geotechnical, and Geohazard Information Pursuant to 30 CFR Part 585](#) for recommendations on data collection, site characterization reports, and data submissions for BOEM technical review.

The Lessee must demonstrate compliance with each of the lease stipulations in Section 6 of this Addendum "C" and include any variance requests in its initial survey plan. Each survey plan must be consistent with the Lessee's Fisheries Communication Plan (FCP) (see Section 4.1.3) and Native American Tribal Communications Plan (NATCP) (see Section 4.1.3.2) and include a description of the Lessee's plan to coordinate with the U.S. Coast Guard (USCG) to prepare a Notice to Mariners for the specific survey activities described in the survey plan.

The Lessee must submit a survey plan to the Lessor at least 90 calendar days prior to commencement of any survey activities described in the survey plan. Within 30 calendar days from receipt, the Lessor may request the Lessee modify the survey plan to address any comments the Lessor submits to the Lessee on the contents of the survey plan. Comments must be addressed by the Lessee in a manner deemed satisfactory by the Lessor prior to

commencement of the survey activities. If the Lessor does not respond with comments or objections within 30 calendar days of receipt of the survey plan, the Lessee may proceed with the survey activities per the proposed schedule. The lack of Lessor comment or objection to the survey plan does not ensure acceptance of the survey results with the SAP or RAP. If the Lessee is proposing a fisheries survey that could result in the take of species listed under the ESA, additional time should be allowed for consultation and/or permits authorizing the activity (see Section 6.4).

- 3.2 Pre-Survey Meeting(s) with the Lessor: If requested by the Lessor, the Lessee must hold a pre-survey meeting with the Lessor prior to the commencement of survey activities to discuss the applicable survey plan. The Lessee must ensure the presence at this meeting of any relevant subject matter experts, as requested by the Lessor.

## 4 REPORTING

- 4.1 Progress Report: The Lessee must submit to the Lessor a progress report every six months (unless BOEM directs otherwise) through the duration of the preliminary period that includes a brief narrative of the overall progress since the last progress report, or – in the case of the first report – since the lease effective date. Within 60 calendar days from receipt, the Lessor may request the Lessee to modify the progress report to address any comments the Lessor submits to the Lessee on the contents of the document. The Lessee must address comments in a manner deemed satisfactory by the Lessor. If the Lessee does not address the comments provided by the Lessor in a timely and adequate manner, BOEM reserves the right to require specific mitigation such as, but not limited to, third party verification/mediation at the Lessee’s expense, adjustment of required reporting frequency, or designation that the Lease is not in good standing. This obligation continues until approval of a RAP.

- 4.1.1 State of the Science at the Research Array: The Lessee must include a section of the Progress Report that describes how the lease is being used to conduct and disseminate research that is advancing the future production, transportation, or transmission of renewable energy generated from floating offshore wind turbines. The research report should describe the scope, duration, progress and results of the contents of research activities. Specifically, the report should describe the status of each item of the Research Framework, including:

- Planned research and anticipated funding mechanisms;
- Current research;
- Completed research; and
- The Lessee’s efforts to disseminate data from ongoing or completed work.

- 4.1.2 Engagement: The Lessee must make reasonable efforts to consult with “Tribes and parties,” that may be potentially affected by the project activities on the OCS, which include, but are not limited to:

- Coastal Communities

- Commercial and Recreational Fishing Industries
- Educational and Research Institutions
- Environmental and Public Interest Non-Governmental Organizations
- Federal, state, and local agencies
- Federally recognized Tribes (see Section 6.8.2)
- Mariners and the Maritime Industry
- Ocean Users
- Submarine Cable Operators
- Underserved Communities, as defined in Section 2 of Executive Order 13985

The Lessee must make reasonable efforts to implement the project in a manner that minimizes, mitigates, and/or redresses the project's adverse effects, if any, on Tribes and parties. To facilitate consultation under this section, the Lessee should work collaboratively with federal, state, and local governments, community organizations, and Tribes.

The Progress Report must:

- Identify Tribes and parties applicable to the project;
- Document, and update for subsequent reports, progress on activities related to preparations regarding research activities you plan to propose as part of your RAP;
- Document, and update for subsequent reports, engagement with Tribes and parties since the previous reporting period;
- Document potential adverse effects from the Lessee's project to the interests of Tribes and parties;
- Document how, if at all, the design or implementation of the project has been informed by or altered to address these potential effects (including by investing in, or directing benefits to Tribes and parties);
- Include a description of any anticipated or scheduled engagement activities for the next reporting period;
- Include feedback from engagement with Tribes and parties regarding transmission planning, prior to proposing any export cable route; and
- Identify and provide information to the Lessor that can be made available to the public and posted on the BOEM website.

The intent of this requirement is to improve Lessee communication and transparency with Tribes, parties, and the general public, and to encourage lessees to identify and engage with underserved communities, including environmental justice communities that may be disproportionately impacted by the Project's OCS activities, in order to avoid, minimize, and mitigate potential adverse effects by, for example, investing in these communities.

The Lessee will engage in ways that minimize linguistic, technological, cultural, capacity, or other obstacles to Tribes and parties. To facilitate engagement under this section, the Lessee should work collaboratively with federal, state, and local governments, community leadership and organizations, and Tribes. The Lessee is strongly encouraged to work with Tribes and parties to develop specific efforts to increase their capacity to participate in the engagement activities described in this lease, for example, by creating working groups or formal agreements to monitor community impacts and implement community benefits.

BOEM will protect privileged or confidential information that you submit, as required by the FOIA and 30 CFR 585.114. Exemption 4 of FOIA applies to “trade secrets and commercial or financial information that you submit that is privileged or confidential.” 5 U.S.C. § 552(b)(4). If you wish to protect the confidentiality of such information, clearly mark it “Contains Privileged or Confidential Information” and consider submitting such information as a separate attachment. BOEM will not disclose such information, except as required by FOIA. Information that is not labeled as privileged or confidential may be regarded by BOEM as suitable for public release. Further, BOEM will not treat as confidential aggregate summaries of otherwise nonconfidential information.

4.1.3 Communication Plans: The progress report must include a section with plan(s) on how the Lessee will communicate with fisheries, federally recognized Tribes and agencies (see 4.1.3, 4.1.3.2, 4.1.3.3). In addition to the plans, each progress report should provide updates on the progress of communication efforts with affected stakeholder or ocean user groups during the reporting period (see 4.1.2).

4.1.3.1 Fisheries Communications Plan, Fisheries Liaison, and Fisheries Representative: The Lessee must develop a draft FCP and make it publicly available within 120 days of the lease effective date. The Lessee may request the Lessor extend the 120-day deadline for the FCP and the Lessee must update and refine the FCP from time to time, in response to feedback obtained by engagement with Tribes and parties and BOEM consultation. If the Lessee does not develop a project website on which the FCP is publicly available, the Lessee must make the FCP available to the Lessor and the public upon request. The plan must include the following:

- A description of the strategies that the Lessee intends to use for communicating with commercial and recreational fisheries prior to and during activities in support of the submission of a plan (e.g., SAP or a RAP). This description must include mechanisms to distribute notices to Federal and state fisheries license holders known to operate near the lease area through a local “Notice to Mariners” and outreach to, among others, Fisheries Management Councils, newsletters, websites, Fisheries Liaison Officers and/or Fisheries Representatives, and applicable state agencies.
- The contact information for an individual retained by the Lessee as its primary point of contact with commercial and recreational fisheries (i.e., Fisheries Liaison).

- The strategy and general timing of discussions with commercial and recreational fisheries regarding the reduction of conflicts with facility designs, pursuant to Lease stipulation 4.1.2.
- A process to file a complaint with the offshore wind operator and seek the replacement of or compensate for lost gear.
- Plans to coordinate with commercial and recreational fisheries to identify peak fishing seasons and, to the extent practicable, avoid interaction offshore between survey vessels and commercial fishermen.

Additionally, the Lessee is required to (i) notify applicable ocean users two weeks in advance of any geological and geophysical survey activities and, (ii) provide an annual summary of filed complaint claims and outcomes to BOEM to better understand the frequency and extent of gear interactions.

4.1.3.2 Native American Tribal Communication Plan: The Lessee must develop a publicly available NATCP that describes the strategies that the Lessee intends to use for communicating with federally recognized Tribes, and that should outline specific methods for engaging with and disseminating information to federally recognized Tribes with cultural and/or historical ties to the lease area. The NATCP must include the contact information for an individual retained by the Lessee as its primary point of contact with federally recognized Tribes (i.e., a Tribal Liaison). The NATCP should include detailed information and protocols for regular engagement with federally recognized Tribes including, but not limited to, the types of engagement activities (e.g., one-on-one meetings, group meetings, open houses, open information sharing meetings); the frequency of proposed engagements/meetings (e.g., monthly, quarterly, every six months, annually); meeting locations and/or virtual platforms; and contact information (e.g., telephone numbers, email addresses, website addresses). The Lessee must make the NATCP available to the Lessor and the federally recognized Tribes upon request. The Lessee must provide a draft NATCP to BOEM and federally recognized Tribes for review and comment and hold a meeting with federally recognized Tribes to discuss the NATCP, within 120 days of the lease effective date. The Lessor may extend this deadline at its discretion. The Lessee must invite federally recognized Tribes with cultural and historical ties to the lease area to participate in the development of the NATCP. If a federally recognized Tribe wishes to participate, the Lessee should request that the Tribe designate a Tribal Representative from each Tribe to serve as the Tribe's primary point of contact for communicating with the Lessee. If a federally recognized Tribe does not wish to participate in the development of the NATCP, the Lessee is no longer required to include them in NATCP communications. If a Tribe does not respond to outreach from the Lessee, the Lessee will continue to invite the Tribe to participate in NATCP engagement opportunities until the Tribe provides a written response to the Lessee or Lessor.

4.1.3.3 Agency Communication Plan (ACP): The Lessee must develop a publicly available ACP that describes the strategies that the Lessee intends to use for communicating with federal, state and local agencies with authority related to the lease area and should outline specific methods for engaging with and disseminating information related to



permits and trust resources to these agencies. The purpose of the ACP is to ensure early and active information sharing, focused discussion of potential issues, and collaborative identification of solutions in order to improve the quality and efficiency of various agency decision-making processes, and to promote the sustainable development of offshore wind energy projects. The ACP must include the contact information for an individual retained by the Lessee as its primary point of contact with agencies, (i.e., an Agency Liaison). The ACP should include detailed information and protocols for regular engagement with permitting and resource agencies including, but not limited to, the types of engagement activities (e.g., one-on-one meetings, interagency meetings, open information sharing meetings); the frequency of proposed engagements/meetings (e.g., monthly, quarterly, every six months, annually); meeting locations and/or virtual platforms; and contact information (e.g., telephone numbers, email addresses). The Lessee must make the ACP available to the Lessor and other agencies upon request. The Lessee must provide a draft ACP to BOEM and other permitting and resource agencies with authority related to the lease area for review and comment, and host a meeting with each interested agency, to discuss the ACP within 120 days of the lease effective date. The Lessee may request the Lessor extend the 120-day deadline and meetings may include multiple agencies. The Lessee must invite agencies with permitting roles and/or resource expertise to participate in the ACP. The Lessee should request that the agency designate a primary point of contact(s) for communicating with the Lessee. If an agency states in writing to the Lessee or Lessor that it does not wish to participate in the ACP, the Lessee need no longer include that agency in ACP communications and must document this change in the ACP. If an agency does not respond to outreach from the Lessee, the Lessee will continue to invite the agency to participate in ACP engagement opportunities until the agency provides a response. Note that a decision to not participate in the ACP in no way changes the agency regulatory authority or the need to communicate with that agency. The Lessee must update the ACP or provide other written summary of how the Lessee used information gained during agency engagement to inform project planning and development.

- 4.1.3.3.1 The ACP must include how the geophysical and benthic survey plans as well as data resulting from those plans will be shared with Fisheries Office Habitat and Ecosystem Services Division at [NMFS.GAR.HESDoffshorewind@noaa.gov](mailto:NMFS.GAR.HESDoffshorewind@noaa.gov).
- 4.1.4 Coordinated Engagement: To the maximum extent practicable, the Lessee must coordinate engagement activities for Tribes and parties (see Section 4.1.2) with other regional lessees and document their activities in the Progress Report. Lessee(s) must design coordinated engagement activities to decrease the communication and consultation burden on Tribes and parties. BOEM appreciates that not all engagement can be coordinated.
- 4.1.5 Survey Plans: The progress report must include an update regarding progress in executing the activities included in the survey plan(s) and include as an enclosure an updated survey plan(s) accounting for any modifications in schedule.
- 4.2 Confirmed Munitions of Concern (MEC)/Unexploded Ordnance (UXO) Notification: In the event of a confirmed MEC/UXO, the Lessee must coordinate with the USCG to ensure

the MEC/UXO discovery is published in the next version of the Local Notice to Mariners (LNM) for the specified area and provide BOEM and BSEE a copy of the LNM once it is available. The Lessee must also provide the following information to BOEM ([BOEM\\_MEC\\_Reporting@boem.gov](mailto:BOEM_MEC_Reporting@boem.gov)), BSEE ([env-compliance-arc@bsee.gov](mailto:env-compliance-arc@bsee.gov)), and relevant agency representatives within 48 hours of discovery during site assessment activities, investigation surveys, and identification surveys, and within 24 hours of any such discovery during seabed clearance activities, construction, and operations:

- A description of the activity at the time of discovery (e.g., site assessment, survey activities, seabed clearance, cable installation)
- A narrative describing activities that resulted in the identification of confirmed MEC/UXO;
- A description of the location (latitude [DDD°MM.MMM'], longitude [DDD°MM.MMM'], Lease Area, and block);
- The water depth (meters) of the confirmed MEC/UXO;
- A description of the MEC/UXO type, dimensions, and weight; and
- The MEC/UXO vertical position (description of exposure or estimated depth of burial).

## 5 NATIONAL SECURITY AND MILITARY OPERATIONS

- 5.1 Hold and Save Harmless: Whether compensation for such damage or injury might be due under a theory of strict or absolute liability or otherwise, the Lessee assumes all risks of damage or injury to persons or property, which occur in, on, or above the OCS, to any persons or to any property of any person or persons in connection with any activities being performed by the Lessee in, on, or above the OCS, if such injury or damage to such person or property occurs by reason of the activities of any agency of the United States Government, its contractors, or subcontractors, or any of its officers, agents or employees, being conducted as a part of, or in connection with, the programs or activities of the individual military command headquarters (hereinafter “the appropriate command headquarters”) listed in the contact information provided as an enclosure to this lease.

Notwithstanding any limitation of the Lessee’s liability in Section 9 of the lease, the Lessee assumes this risk whether such injury or damage is caused in whole or in part by any act or omission, regardless of negligence or fault, of the United States, its contractors or subcontractors, or any of its officers, agents, or employees. The Lessee further agrees to indemnify and save harmless the United States against all claims for loss, damage, or injury in connection with the programs or activities of the appropriate command headquarters, whether the same be caused in whole or in part by the negligence or fault of the United States, its contractors, or subcontractors, or any of its officers, agents, or employees and whether such claims might be sustained under a theory of strict or absolute liability or otherwise.

- 5.2 Evacuation or Suspension of Activities:

- 5.2.1 General: The Lessee hereby recognizes and agrees that the United States reserves and has the right to temporarily suspend operations and/or require evacuation of this lease in the interest of national security consistent with Section 3I of this lease.
- 5.2.2 Notification: Every effort will be made by the appropriate military agency or appropriate command headquarters to provide as much advance notice as possible of the need to suspend operations and/or evacuate. Temporary suspension of operations may include, but is not limited to, the evacuation of personnel and appropriate sheltering of personnel not evacuated. “Appropriate sheltering” means the protection of all Lessee personnel for the entire duration of any Department of Defense (DoD) activity from flying or falling objects or substances and will be implemented by an order (oral and/or written) from the Lessor Lease Representative or designee, after consultation with the appropriate command headquarters or other appropriate military agency, or higher federal authority. The appropriate command headquarters, military agency, or higher authority will provide information to allow the Lessee to assess the degree of risk to, and provide sufficient protection for, the Lessee’s personnel and property.
- 5.2.3 Duration: Suspensions or evacuations for national security reasons will not generally exceed seventy-two (72) hours; however, any such suspension may be extended by order of the Lessor Lease Representative or designee. During such periods, equipment may remain in place, but all operations, if any, must cease for the duration of the temporary suspension if so directed by the Lessor Lease Representative or designee. Upon cessation of any temporary suspension, the Lessor Lease Representative or designee will immediately notify the Lessee such suspension has terminated and operations on the leased area can resume.
- 5.2.4 Lessee Point-of-Contact for Evacuation/Suspension Notifications: The Lessee must inform the Lessor of the persons/offices to be notified to implement the terms of 5.2.1 and 5.2.3.
- 5.2.5 Coordination with Command Headquarters: The Lessee must establish and maintain early contact and coordination with the appropriate command headquarters in order to avoid or minimize the potential to conflict with, and minimize the potential effects of conflicts with, military operations.
- 5.2.6 Reimbursement: The Lessee is not entitled to reimbursement for any costs or expenses associated with the suspension of operations or activities or the evacuation of property or personnel in fulfillment of the military mission in accordance with 5.2.1 through 5.2.5 above.
- 5.3 Coordination with Military Operations: The Lessee, prior to entry into any designated defense operating area, warning area, or water test area, must coordinate planned survey, construction, or operations/maintenance activities with the appropriate command headquarters. The Lessee and DoD will develop a communication protocol to identify mission compatibility concerns or conflicts. The Lessee will resolve conflicts to the maximum extent practicable or provide justification to DoD stating why resolution is infeasible.

5.4 Foreign Interest: It is a priority for the DoD and Lessor to protect national defense capabilities and military operations, including military installations, research, development, test and evaluation activities, and military readiness activities, from compromise and exploitation that may occur due to any OCS activity under foreign ownership, control, or influence occurring in the vicinity of those national defense capabilities and military operations. To further these goals, the Lessee must coordinate with DoD to enable a risk assessment. Such coordination must be with the DoD contacts listed in this lease's Contact Information for Reporting Requirements (see enclosure) and must be done at least 120 days after the Lease effective date, or within another appropriate timeframe determined acceptable by DoD, and annually thereafter on the lease effective date. The information required by DoD from the Lessee, includes, but is not limited to:

- The names of each entity and person having beneficial ownership or control of 5 percent or more of the Lessee and the designated operator.
- The names of material vendors and manufacturers who will regularly visit the Project on the OCS, who supply or manufacture equipment used on the OCS, control equipment used on the OCS, or have access to associated data systems.
- In addition, the following information must be provided for each director and the top five executives of the Lessee and the designated operator: full legal name, date of birth, country of citizenship, and permanent address.

This reporting obligation is ongoing and applies to any new entity that will be performing activities in the Lease Area and for which the information was not previously provided to the DoD. Any security concerns identified by the DoD during its review of information provided about potential foreign interests pursuant to this stipulation must be resolved before the Lessee allows access to the Lease Area to any foreign persons (as defined in 31 CFR § 800.224).

5.5 Notice of Assignment to the Committee on Foreign Investment in the United States (CFIUS): If a prospective assignee is a foreign person (as defined in 31 CFR § 800.224), the assignor and the proposed assignee must jointly provide notice of the proposed transaction to CFIUS in accordance with applicable regulations (31 CFR parts 800-802) and provide a copy of the notice to the DoD. Nothing in this lease prohibits or limits the DoD from submitting objections to CFIUS about the transaction, nor limits DoD's communications with CFIUS during national security reviews and investigations, and during any mitigation, tracking, and post-assignment monitoring and enforcement, pursuant to applicable statutes and regulations. Approval of any assignment of lease interest that is subject to this stipulation may conclude only after any of the following three CFIUS outcomes: 1) CFIUS concludes action on the Declaration; 2) CFIUS does not conclude action on the Declaration, but also does not request a Joint Voluntary Notice (JVN) or initiate a unilateral review; or 3) CFIUS requests a JVN be filed or initiates a unilateral review subsequent to the Declaration, and then concludes action on that further review.

5.6 National Security Risk Assessment: Lessee will coordinate with and enable DoD to conduct a national security risk assessment of proposed distributed optical fiber sensing

equipment and Lessee controlled acoustic monitoring devices. Lessee will work with DoD to identify information needs and include the information as part of its RAP submittal to Lessor. The risk assessment may be completed prior to submission of the RAP, as determined through coordination with DoD. Mitigation measures will be identified as necessary and upon completion of Lessor's and DoD's review of the RAP.

- 5.7 Curtailment Assessment: Lessee will coordinate with DoD to establish a process for assessing the impact of turbine interference on at-sea military readiness activities, such as ship trials. The process and methodology will be proposed as part of the RAP and will focus on assessing the need for curtailment of wind turbine operations during conduct of at-sea military readiness activities. Curtailment is defined as the cessation of wind turbine operations with the wind turbine blades not spinning and locked.

## 6 STIPULATIONS AND GENERAL REQUIREMENTS

- 6.1 Prior to the start of operations, the Lessee must hold a briefing to establish responsibilities of each involved party, define the chains of command, discuss communication procedures, provide an overview of monitoring procedures, and review operational procedures. This briefing must include all relevant personnel, crew members and Protected Species Observers (PSOs). New personnel must be briefed as they join the work in progress.
- 6.2 The Lessee must ensure that all vessel operators and crew members, including PSOs, are familiar with, and understand, the requirements specified in this ADDENDUM "C".
- 6.3 The Lessee must ensure that a copy of ADDENDUM "C" and the Project Design Criteria and Best Management Practices found in Appendix A of the April 2024 Biological Assessment and the 2021 Biological Assessment (BA) and letter of concurrence is made available on every project-related vessel. These Project Design Criteria and Best Management Practices are identical to the Project Design Criteria and Best Management Practices listed in Appendix B of the Letter of Concurrence issued by National Marine Fisheries Service (NMFS) on June 29, 2021, which may be found here: (<https://www.boem.gov/renewable-energy/nmfs-esa-consultations>).
- 6.4 Endangered Species Act Consultation for Biological Surveys: By signing this lease, the Lessee acknowledges that there is no coverage under the ESA Section 7(a)(2) for the use of fixed fishing gear vertical lines (i.e., lines between the bottom fishing gear and surface marking/retrieval buoys) that pose a risk of entanglement to large whales. BOEM's ESA BA, consultation and concurrence with NMFS includes only lobster trap surveys that utilize ropeless gear technology.
- 6.5 Protected Species: Unless otherwise authorized by BOEM, Lessee's OCS activities must comply with the standards in the Project Design Criteria and Best Management Practices found in Appendix A of the April 2024 BA and the 2021 BA and letter of concurrence from which these measures were derived may be found here: (<https://www.boem.gov/renewable-energy/nmfs-esa-consultations>). At the Lessee's option, the Lessee, its operators, personnel, and contractors may satisfy this requirement by complying with the NMFS-approved measures to safeguard protected species that are most

current at the time an activity is undertaken under this lease, including but not limited to new or updated versions of the 2021 BA or 2021 NMFS Letter of Concurrence, or through new or activity-specific consultations.

- 6.6 Mapped Sensitive Habitat/Sensitive Species: Lessee is required to provide vessel operators with known sensitive habitats, including Habitat Areas of Particular Concerns and Habitat Management Areas, as well as sensitive species point locations for deep-sea corals and sponges for site assessment and site characterization activities. The Lessee should be prepared to provide evidence of compliance of this request, if requested.
- 6.7 Sensitive Habitat Avoidance: To the maximum extent practicable, the Lessee must conduct bottom disturbing site assessment and site characterization activities (cone penetration testing, borings) to avoid or minimize impacts to slopes with gradients  $\geq 10$  degrees, complex habitat, boulders  $\geq 0.5$  meters, and deep-water corals and demonstrate in any submitted RAP that these features must be avoided to the maximum extent practicable.
- 6.8 Archaeological Survey Requirements:
- 6.8.1 Archaeological Survey Required: The Lessee must provide the results of an archaeological survey with its plans.
- 6.8.2 Qualified Marine Archaeologist: The Lessee must ensure that the analysis of archaeological survey data collected in support of plan (e.g., SAP or RAP) submittal and the preparation of archaeological reports in support of plan submittal are conducted by a Qualified Marine Archaeologist.
- 6.8.3 Tribal Pre-Survey Meeting: The Lessee must coordinate a tribal pre-survey meeting by sending a letter through certified mail, and following up with email or phone calls as necessary. Unless written documentation is received from a Tribe indicating a lack of interest in engaging, the Lessee should engage, at a minimum, the following Tribes:
- Houlton Band of Maliseet Indians
  - Mashantucket (Western) Pequot Tribal Nation
  - Mashpee Wampanoag Tribe
  - Mi'kmaq Nation
  - Mohegan Tribe of Indians of Connecticut
  - Narragansett Indian Tribe
  - Passamaquoddy Tribe of Indians- Indian Township
  - Passamaquoddy Tribe of Indians- Pleasant Point
  - Penobscot Indian Nation
  - Shinnecock Indian Nation
  - Wampanoag Tribe of Gay Head (Aquinnah)

The purpose of this meeting will be for the Lessee and the Lessee's Qualified Marine Archaeologist to discuss the Lessee's Survey Plan and consider requests to monitor portions of the archaeological survey and the geotechnical exploration activities, including the visual logging and analysis of geotechnical samples (e.g., cores). Notification of the tribal pre-survey meeting must be sent at least 15 calendar days prior to the date of the proposed tribal pre-survey meeting. The meeting must be scheduled for a date at least 30 calendar days prior to commencement of survey activities performed in support of plan submittal and at a location and time that affords the participants a reasonable opportunity to participate. The anticipated date for the meeting must be identified in the timeline of activities described in the applicable survey plan (see Section 3.1). The Lessee must provide the Lessor with documentation of compliance with this stipulation prior to commencement of surveys.

- 6.8.4 Geotechnical Exploration: The Lessee may only conduct geotechnical exploration activities performed in support of plan (i.e., SAP or RAP) submittal in locations where an analysis of the results of geophysical surveys has been completed. The analysis must demonstrate avoidance of anthropogenic hazards and MEC/UXOs by a minimum of 15 meters. This analysis must include a determination by a Qualified Marine Archaeologist as to whether any potential archaeological resources are present in the area. Except as allowed by the Lessor under Section 6.8.4, the geotechnical exploration activities must avoid potential archaeological resources by a minimum of 50 meters (164 feet), and the avoidance distance must be calculated from the maximum discernible extent of the archaeological resource. A Qualified Marine Archaeologist must certify, in the Lessee's archaeological reports, that geotechnical exploration activities did not impact potential historic properties identified as a result of the HRG surveys performed in support of plan submittal, except as follows: in the event that the geotechnical exploration activities did impact potential historic properties identified in the archaeological surveys without the Lessor's prior approval, the Lessee and the Qualified Marine Archaeologist who prepared the report must instead provide a statement documenting the extent of these impacts.
- 6.8.5 Monitoring and Avoidance: The Lessee must inform the Qualified Marine Archaeologist that he or she may elect to be present during HRG surveys and bottom-disturbing activities performed in support of plan (i.e., SAP or RAP) submittal to ensure avoidance of potential archaeological resources, as determined by the Qualified Marine Archaeologist (including bathymetric, seismic, and magnetic anomalies; side scan sonar contacts; and other seafloor or sub-surface features that exhibit potential to represent or contain potential archaeological sites or other historic properties). In the event that the Qualified Marine Archaeologist indicates that he or she wishes to be present, the Lessee must facilitate the Qualified Marine Archaeologist's presence, as requested by the Qualified Marine Archaeologist, and provide the Qualified Marine Archaeologist the opportunity to inspect data quality.
- 6.8.6 No Impact without Approval: In no case may the Lessee knowingly impact a potential archaeological resource without the Lessor's prior approval.

6.8.7 Post-Review Discovery Clauses: If the Lessee, while conducting geotechnical exploration or any other bottom-disturbing site characterization activities in support of plan (i.e., SAP and RAP) submittal and after review of the location by a Qualified Marine Archaeologist under Section 6.8.2, discovers an unanticipated potential archaeological resource, such as the presence of a shipwreck (e.g., a sonar image or visual confirmation of an iron, steel, or wooden hull, wooden timbers, anchors, concentrations of historic objects, piles of ballast rock) or evidence of a pre-contact archaeological site (e.g. stone tools, pottery or other pre-contact artifacts) within the project area, the Lessee must:

6.8.7.1 Immediately halt seafloor/bottom-disturbing activities within the area of discovery;

6.8.7.2 Notify the Lessor within 24 hours of discovery;

6.8.7.3 Notify the Lessor in writing via report to the Lessor within 72 hours of its discovery;

6.8.7.4 Keep the location of the discovery confidential and take no action that may adversely impact the archaeological resource until the Lessor has made an evaluation and instructs the applicant on how to proceed; and

6.8.7.5 If (1) the site has been impacted by the Lessee's project activities; or (2) impacts to the site or to the area of potential effect cannot be avoided, conduct additional investigations, as directed by the Lessor, to determine if the resource is eligible for listing in the National Register of Historic Places (NRHP) (30 CFR 585.702(b)). If investigations indicate that the resource is potentially eligible for listing in the NRHP, the Lessor will inform the Lessee how to protect the resource or how to mitigate adverse effects to the site. If the Lessor incurs costs in protecting the resource, then, under Section 110(g) of the National Historic Preservation Act, the Lessor may charge the Lessee reasonable costs for carrying out preservation responsibilities under the OCS Lands Act (30 CFR 585.702(c-d)).

6.9 Avian and Bat Survey and Reporting Requirements:

6.9.1 Lighting: Any lights used to aid marine navigation by the Lessee during construction, operations, and decommissioning activities must meet USCG requirements for private aids to navigation

([https://www.navcen.uscg.gov/sites/default/files/pdf/AIS/CG\\_2554\\_Paton.pdf](https://www.navcen.uscg.gov/sites/default/files/pdf/AIS/CG_2554_Paton.pdf)) and BOEM's Guidelines for Lighting and Marking of Structures Supporting Renewable Energy Development (<https://www.boem.gov/2021-lighting-and-marking-guidelines>).

For any additional lighting, the Lessee must use such lighting only when necessary, and the lighting must be hooded downward and directed, when possible, to reduce upward illumination and illumination of adjacent waters.

6.9.2 Motus Wildlife Tracking System: To help address information gaps on offshore movements of birds and bats, including ESA-listed species, the Lessee must install Motus stations on meteorological or environmental data buoys in coordination with U.S. Fish & Wildlife Service's (USFWS) Offshore Motus network.



- 6.9.3 Acoustic Detectors for Bats: The Lessee must install acoustic detectors for bats on survey vessels to supplement the data captured by the single Floating Light Detection and Ranging buoy and are important to capture bat activity at the margins of or in proximity to the Research Lease Area, especially in the areas closest to land. The Service will provide a bat survey and monitoring protocol for the applicant to use as guidelines for acoustic detections.
- 6.9.4 Bird Deterrents: To minimize the attraction of birds on data buoys, the Lessee must install bird deterrent devices (e.g., anti-perching), where appropriate.
- 6.9.5 Avian Annual Reporting: The Lessee must provide an annual report to both the Lessor and USFWS using the contact information provided as an Enclosure to this lease, or updated contact information as provided by the Lessor. This report must document any dead or injured birds or bats found during activities conducted in support of plan submittal. The first report must be submitted within 6 months of the start of the first survey conducted in support of plan submittal, and subsequent reports must be submitted annually thereafter until all surveys in support of plan submittal have concluded and all such birds and bats have been reported. If surveys are not conducted in a given year, the annual report may consist of a simple statement to that effect. An annual report must be provided to BOEM and USFWS documenting any dead (or injured) birds or bats found on vessels and structures during construction, operations, and decommissioning. The report must contain the following information: the name of species, date found, location, a picture to confirm species identity (if possible), and any other relevant information. Carcasses with Federal or research bands must be reported to the United States Geological Survey Bird Band Laboratory, available at <https://www.usgs.gov/labs/bird-banding-laboratory>. Additionally, annual reporting of injured or dead listed species will be recorded in the Injury & Mortality Reporting (IMR) system (<https://ecos.fws.gov/imr/welcome>).
- 6.9.6 Survey Results and Data: The Lessee must provide the results of avian surveys and data to BOEM and USFWS with its plans.
- 6.9.7 The Lessee must use approved oil spill response plan mitigation measures, as necessary, to prevent birds from going to affected areas including chumming, hazing, and relocating to unaffected areas.

## **7 PROJECT LABOR AGREEMENTS**

- 7.1 The Lessee must make every reasonable effort to enter a Project Labor Agreement(s) covering the construction stage of any project proposed for the leased area.

## **8 SITING CONDITIONS**

- 8.1 Developable Area: The Lessee may propose an area of no more than 9,700 acres within the lease area to be developed in the RAP. Maine's Application for an OCS Renewable Energy Research Lease includes a description of the state's process to identify a proposed site. Upon receipt of the application, BOEM worked with the State and the USCG to

identify an area of least conflict within the Request for Competitive Interest area for leasing. The lease area of 14,945 acres intentionally represents more area than requested in Maine's application and is intended to allow the Lessee to conduct site assessment and outreach activities to identify the most suitable area for the proposed project. The lessee agrees to relinquish all of the leased area outside of the developable area within 90 days following BOEM's approval of the Lessee's RAP.

- 8.2 Navigation Safety: The Lessee may not include in their RAP any portion of the leased area that overlaps with any proposed or officially designated traffic measures implemented by the USCG as of the date of RAP submission. Additionally, the Lessee may not propose activities, including activities on the seafloor, within the water column, or airspace outside of the Lease area, that overlap with any proposed or officially designated traffic measures implemented by the USCG (e.g., fairways). See Port Access Route Study: Approaches to Maine, New Hampshire, and Massachusetts (88 FR 20547).

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**CONTACT INFORMATION FOR REPORTING REQUIREMENTS**

The following contact information must be used for the reporting and coordination requirements specified in ADDENDUM “C”, Stipulation 5:

**United States Fleet Forces (USFF) N46  
1562 Mitscher Ave, Suite 250  
Norfolk, VA 23551  
(757) 836-6206**

All Other Reporting Requirements in Stipulation 5.5:

Bureau of Ocean Energy Management  
Environment Branch for Renewable Energy  
Phone: 703-787-1340  
Email: [renewable\\_reporting@boem.gov](mailto:renewable_reporting@boem.gov)

## LIST OF ACRONYMS – ADDENDUM C

ACP .....	Agency Communication Plan
BA .....	Biological Assessment
BSEE .....	Bureau of Safety and Environmental Enforcement
BOEM .....	Bureau of Ocean Energy Management
CFR .....	Code of Federal Regulations
COP .....	Construction and Operations Plan
ESA .....	Endangered Species Act
FCP .....	Fisheries Communication Plan
FOIA .....	Freedom of Information Act
FR .....	Federal Register
G&G .....	Geological and Geophysical
HRG .....	High Resolution Geophysical
LNM .....	Local Notice to Mariners
MEC .....	Munitions of Concern
NATCP .....	Native American Tribal Communications Plan
NMFS .....	National Marine Fisheries Service
NRHP .....	National Register of Historic Places
OCS .....	Outer Continental Shelf
OREP .....	Office of Renewable Energy Programs
PSO .....	Protected Species Observer(s)
RAP .....	Research Array Report
SAP .....	Site Assessment Plan
USC .....	United States Code
USFWS .....	United States Fish and Wildlife Service
USCG .....	United States Coast Guard
UXO .....	Unexploded Ordnance

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**ADDENDUM "D"**

**PROJECT EASEMENT**

Lease Number OCS-A 0553

This section includes a description of the Project Easement(s), if any, associated with this lease.  
This section will be updated as necessary.

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**ADDENDUM “E”**

Lease Number OCS-A 0553

**THIRD PARTY INDEMNITY AGREEMENT**

This THIRD PARTY INDEMNITY AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Pine Tree Offshore Wind, LLC, BOEM Company Number 15167, (“Indemnitor”) and the State of Maine (“State”) for the benefit of the UNITED STATES (“Lessor”) through its designated agency, the BUREAU OF OCEAN ENERGY MANAGEMENT of the UNITED STATES DEPARTMENT OF THE INTERIOR (BOEM), provides for the following:

- I. By signing this document, the Indemnitor attests to the following:
  - A. It is a Limited Liability Company established and in good standing under the laws of the State of Delaware and has all power, authorizations, consents, and approvals required to carry on its business as is now conducted and to enter into this agreement.
  - B. This agreement does not contravene or constitute a default under any provisions of applicable law or regulation or of its charter, certificate of incorporation or bylaws or any agreement, judgment, injunction, order, decree, or other instrument to which it may be subject.
- II. The Indemnitor agrees to the following provisions:
  - A. The Indemnitor acknowledges, accepts, and will punctually satisfy certain duties and obligations of the State of Maine, BOEM Company Number 15130, as provided in Section 5 of Lease Number OCS-A 0553 to which this agreement is attached as Addendum “E”;
  - B. The Indemnitor will indemnify and hold the Lessor harmless from, any claim caused by or resulting from any of the designated operator’s operations or activities on the leased area or project easements or arising out of any activities conducted by the designated operator, its employees, contractors, subcontractors, or their employees, under this lease, including claims for items a. through f. listed in Section 9 of the Lease; and
  - C. Pay the Lessor for any damage, cost, or expense due and pursuant to this section within 30 days after written demand by the Lessor.
- III. If this agreement is terminated, the Indemnitor will remain liable for all work and workmanship performed and liabilities that accrued during the period covered by this

Third Party Indemnity Agreement until such time that BOEM releases the Indemnitor from further liability.

IV. If the Indemnitor wishes to terminate the period of liability under this agreement, the Indemnitor must:

1. Notify the State and the BOEM Regional Director at least 90 days before the proposed termination date;
2. Obtain the Regional Director's approval for the termination of the period of liability for all or a specified portion of the Indemnitor's indemnification; and
3. Remain liable for all liabilities that accrued or began accruing during the period covered by this indemnity, until such time that BOEM releases the Indemnitor from further liability.

**INDEMNITOR**

\_\_\_\_\_  
Pine Tree Offshore Wind, LLC

(Indemnitor)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Affix Notary Seal)

\_\_\_\_\_  
NOTARY PUBLIC NAME

**STATE OF MAINE**

State of Maine

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
(Signature of 1<sup>st</sup> Authorized Officer)

Hannah Pingree  
\_\_\_\_\_  
(Name of Signatory)

Director, Governor's Office of Policy  
Innovation and the Future  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of 2<sup>nd</sup> Authorized Officer)

Dan Burgess  
\_\_\_\_\_  
(Name of Signatory)

Director, Governor's Energy Office  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Affix Notary Seal)

\_\_\_\_\_  
NOTARY PUBLIC NAME